

(Annexure-15 A)

**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	<b>KANAK POLYFAB (INDIA) PVT LTD Vill. - Sonara, P.O. - Boror, P.S. - Memari, Dist. - Burdwan – 713146</b>							
2	Name and address of Branch, the secured creditor	State Bank of India, Stressed Assets Management Branch- II, Kolkata, Jeevandeep Building (10 <sup>th</sup> floor), 1, Middleton Street, Kolkata- 700071							
3	Description of the immovable secured assets to be sold.	<table><tr><th>Sl No.</th><th>Description of the Property</th></tr><tr><td>1</td><td>Factory Land and Building situated at J.L. No. 211, L.R. Plot No.38, 40, 41, 42, 44, 46, 47, 48, L.R. Khatian No. 379, Village and Mouza - Sonara, P.O. Boror, Memari, P.S. Memari, Dist. Burdwan, West Bengal, PIN - 713146 vide Deed Nos. I-3896/2007, I-3023/2007, I-3261/2007, I-2995/2007, I-3895/2007, I-3895/2007, I-2994/2007 all the Deeds are in the name of Mr. Rajib Nayek Son of Mr. Sukumar Nayek.</td></tr><tr><td>2</td><td>Factory Plant and Machinery situated at J.L. No.211, L.R. Plot No. 38, 40, 41, 42, 44, 46, 47, 48, L.R. Khatian No. 379, factory premises at Village and Mouza - Sonara, P.O. Boror, Memari, P.S. Memari, Dist. Burdwan, West Bengal, PIN - 713146 in the name of M/s Kanak Polyfab (India) Pvt. Ltd.</td></tr></table>		Sl No.	Description of the Property	1	Factory Land and Building situated at J.L. No. 211, L.R. Plot No.38, 40, 41, 42, 44, 46, 47, 48, L.R. Khatian No. 379, Village and Mouza - Sonara, P.O. Boror, Memari, P.S. Memari, Dist. Burdwan, West Bengal, PIN - 713146 vide Deed Nos. I-3896/2007, I-3023/2007, I-3261/2007, I-2995/2007, I-3895/2007, I-3895/2007, I-2994/2007 all the Deeds are in the name of Mr. Rajib Nayek Son of Mr. Sukumar Nayek.	2	Factory Plant and Machinery situated at J.L. No.211, L.R. Plot No. 38, 40, 41, 42, 44, 46, 47, 48, L.R. Khatian No. 379, factory premises at Village and Mouza - Sonara, P.O. Boror, Memari, P.S. Memari, Dist. Burdwan, West Bengal, PIN - 713146 in the name of M/s Kanak Polyfab (India) Pvt. Ltd.
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4.	Details of the encumbrances known to the secured creditor.	NIL							
5.	The secured debt for recovery of which the property is to be sold	Rs. 20,53,86,078.00 (Rupees Twenty Crore Fifty Three Lakh Eighty Six Thousand and Seventy Eight Only)							

6.	Deposit of earnest money	<div>EMD: As per the table</div> <table> <tr> <th data-bbox="545 253 639 387">Sl No.</th><th data-bbox="647 253 1299 387">Description of the Property</th><th data-bbox="1307 253 1517 387">Earnest Money Deposit(EMD) (In Rs.)</th></tr> <tr> <td data-bbox="545 398 639 792">1</td><td data-bbox="647 398 1299 792">Factory Land and Building situated at J.L. No. 211, L.R. Plot No.38, 40, 41, 42, 44, 46, 47, 48, L.R. Khatian No. 379, Village and Mouza - Sonara, P.O. Boror, Memari, P.S. Memari, Dist. Burdwan, West Bengal, PIN - 713146 vide Deed Nos. I-3896/2007, I-3023/2007, I-3261/2007, I-2995/2007, I-3895/2007, I-3895/2007, I-2994/2007 all the Deeds are in the name of Mr. Rajib Nayek Son of Mr. Sukumar Nayek.</td><td data-bbox="1307 398 1517 792">35,30,000.00</td></tr> <tr> <td data-bbox="545 804 639 1111">2</td><td data-bbox="647 804 1299 1111">Factory Plant and Machinery situated at J.L. No.211, L.R. Plot No. 38, 40, 41, 42, 44, 46, 47, 48, L.R. Khatian No. 379, factory premises at Village and Mouza - Sonara, P.O. Boror, Memari, P.S. Memari, Dist. Burdwan, West Bengal, PIN - 713146 in the name of M/s Kanak Polyfab (India) Pvt. Ltd.</td><td data-bbox="1307 804 1517 1111">25,30,000.00</td></tr> </table>	Sl No.	Description of the Property	Earnest Money Deposit(EMD) (In Rs.)	1	Factory Land and Building situated at J.L. No. 211, L.R. Plot No.38, 40, 41, 42, 44, 46, 47, 48, L.R. Khatian No. 379, Village and Mouza - Sonara, P.O. Boror, Memari, P.S. Memari, Dist. Burdwan, West Bengal, PIN - 713146 vide Deed Nos. I-3896/2007, I-3023/2007, I-3261/2007, I-2995/2007, I-3895/2007, I-3895/2007, I-2994/2007 all the Deeds are in the name of Mr. Rajib Nayek Son of Mr. Sukumar Nayek.	35,30,000.00	2	Factory Plant and Machinery situated at J.L. No.211, L.R. Plot No. 38, 40, 41, 42, 44, 46, 47, 48, L.R. Khatian No. 379, factory premises at Village and Mouza - Sonara, P.O. Boror, Memari, P.S. Memari, Dist. Burdwan, West Bengal, PIN - 713146 in the name of M/s Kanak Polyfab (India) Pvt. Ltd.	25,30,000.00
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7.	Reserve price of the immovable secured assets:	<div>As per the table:</div> <table> <tr> <th data-bbox="545 1355 639 1444">Sl No.</th><th data-bbox="647 1355 1262 1444">Description of the Property</th><th data-bbox="1270 1355 1517 1444">Reserve Price (In Rs.)</th></tr> <tr> <td data-bbox="545 1456 639 1895">1</td><td data-bbox="647 1456 1262 1895">Factory Land and Building situated at J.L. No. 211, L.R. Plot No.38, 40, 41, 42, 44, 46, 47, 48, L.R. Khatian No. 379, Village and Mouza - Sonara, P.O. Boror, Memari, P.S. Memari, Dist. Burdwan, West Bengal, PIN - 713146 vide Deed Nos. I-3896/2007, I-3023/2007, I-3261/2007, I-2995/2007, I-3895/2007, I-3895/2007, I-2994/2007 all the Deeds are in the name of Mr. Rajib Nayek Son of Mr. Sukumar Nayek.</td><td data-bbox="1270 1456 1517 1895">3,53,00,000.00</td></tr> <tr> <td data-bbox="545 1906 639 2024">2</td><td data-bbox="647 1906 1262 2024">Factory Plant and Machinery situated at J.L. No.211, L.R. Plot No. 38, 40, 41, 42, 44, 46, 47, 48, L.R. Khatian No. 379, factory premises</td><td data-bbox="1270 1906 1517 2024">2,53,00,000.00*</td></tr> </table>	Sl No.	Description of the Property	Reserve Price (In Rs.)	1	Factory Land and Building situated at J.L. No. 211, L.R. Plot No.38, 40, 41, 42, 44, 46, 47, 48, L.R. Khatian No. 379, Village and Mouza - Sonara, P.O. Boror, Memari, P.S. Memari, Dist. Burdwan, West Bengal, PIN - 713146 vide Deed Nos. I-3896/2007, I-3023/2007, I-3261/2007, I-2995/2007, I-3895/2007, I-3895/2007, I-2994/2007 all the Deeds are in the name of Mr. Rajib Nayek Son of Mr. Sukumar Nayek.	3,53,00,000.00	2	Factory Plant and Machinery situated at J.L. No.211, L.R. Plot No. 38, 40, 41, 42, 44, 46, 47, 48, L.R. Khatian No. 379, factory premises	2,53,00,000.00*
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	<p>Bank account in which EMD to be remitted.</p> <p>Last Date and Time within which EMD to be remitted:</p>	<p>*Applicable G.S.T. will be levied.</p> <p>Bidder should remit the Earnest Money Deposit (EMD) by RTGS/NEFT for credit to his/her/their own wallet provide by MSTC Ltd in its e-Auction site : <a href="https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp">https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp</a></p> <p>Interested bidder may deposit Pre-Bid EMD with MSTC before the close of e-Auction. Credit of Pre-bid EMD shall be given to the bidder only after receipt of payment in MSTC's Bank account and updation of such information in the e-auction website. This may take some time as per banking process and hence bidders, in their own interest, are advised to submit the pre-bid EMD amount well in advance to avoid any last minute problem."</p>	
8.	Time and manner of payment	<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 amount 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 auction purchaser not exceeding three months from the date of auction.</p>	
9.	Time and place of public e-Auction or time after which sale by any other mode shall be completed.	<p>02.01.2024 between 12.00 P.M to 3.00 P.M.</p> <p>M/s. MSTC Ltd. at the web portal</p> <p><a href="https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp">https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp</a></p>	
10.	The e-Auction will be conducted through the	<p>M/s. MSTC Ltd. at the web portal</p> <p><a href="https://www.mstcecommerce.com/auction home/ibapi/index.jsp">https://www.mstcecommerce.com/auction home/ibapi/index.jsp</a></p>	

	<p>Bank's approved service provider.</p> <p>E-Auction tender documents containing e-Auction bid form, declaration etc., are available in the website of the service provider as mentioned above.</p>	
11.	<p>(i) Bid increment amount:</p> <p>(ii) Auto extension: _____ times. (limited / unlimited)</p> <p>(iii) Bid currency &amp; unit of measurement</p>	<p>(i) 1,00,000.00</p> <p>(ii) Unlimited, at Ten minutes interval from the auction closing time.</p> <p>(iii) Indian Rupees (INR)</p>
12.	<p>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.</p> <p>Contact person with mobile number</p>	<p>Date: 22.12.2023, Time: 11 A.M to 3.00 P.M.</p> <p>Name: 1) Sri Suresh Chandra Panda, Contact No.9810562803</p> <p>2) Sri Biplab Kumar Biswas, Contact No. 9674719465</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 M/s</p>

		<p><a href="https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp">https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp</a> may be conveyed through e mail.</p> <p>(b) 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 email ID (v) Contact number(mobile/Land line of the bidder etc., to the Authorised Officer of State Bank of India, State Bank of India, Stressed Assets Management Branch- II, Kolkata, Jeevandeep Building (10<sup>th</sup> floor), 1, Middleton Street, Kolkata- 700071 by 28.12.2023 between 10.00 A.M. and 4.00 P.M. Scanned copies of the original of these documents can also be submitted to e-mail Id of Authorised Officer.</p> <p>(c) Names of Eligible Bidders will be identified by the State Bank of India, Stressed Assets Management Branch- II, Kolkata, Jeevandeep Building (10<sup>th</sup> floor), 1, Middleton Street, Kolkata- 700071 to participate in online e-auction on the portal <a href="https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp">https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp</a> M/s MSTC Ltd. will provide User ID and Password after due verification of PAN of the Eligible Bidders.</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 auction, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of 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 &amp; conditions and modalities of e-auction adopted by the service provider before participating in the e-auction. 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>(h) Decision of the Authorised Officer regarding declaration of successful bidder shall be final and binding on all the bidders.</p>
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		<ul style="list-style-type: none"> <li>(i) 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.</li> <li>(j) The bid submitted without the EMD shall be summarily rejected. The property shall not be sold below the reserve price.</li> <li>(k) 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.</li> <li>(l) 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).</li> <li>(m) 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 auction without assigning any reason thereof. The sale is subject to confirmation by the secured creditor.</li> <li>(n) 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.</li> <li>(o) The successful bidder shall bear all the necessary expenses like applicable stamp duties/additional stamp duty/transfer charges, Registration expenses, Tax, fees etc. for transfer of the property in his/her name.</li> <li>(p) 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.</li> <li>(q) The bidders are advised to in their own interest to satisfy themselves with the title and correctness of other details pertaining to the immoveable secured assets including the size/area of the immoveable 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.</li> <li>(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</li> </ul>
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		<p>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 authorised 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 auction will be entertained.</p>
14	Details of pending litigation, if any, in respect of property proposed to be sold.	Suit No. SA/99/2023 pending at DRT-II, Kolkata, next date is on 02.01.2024.

Date: 08.11.2023

Place: Kolkata

AUTHORISED OFFICER

SBI, SAMB – II, Kolkata

clo1.samb2kol@ sbi.co.in