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 (POSSESSION - PHYSICAL)

1	Name and address of the Borrower	M/s Shri Ram Polymers (Partnership Firm) Parterns Shri Jitesh Gupta and Smt. Ruchi Gupta Admin office: 8th Km, Jalalabad Road, Village Jamaur, UPSIDC Area Shahjahanpur U.P242001 Email: srirampolymers.spn@gmail.com Shri Jitesh Gupta S/o Lt Ram Kishore Gupta (Partner/Gurantaor of M/s Shri Ram Polymers), 8th Km, Jalalabad Road, Village Jamaur, UPSIDC Area Shahjahanpur U.P242001 Smt. Ruchi Gupta w/o Shri Jitesh Gupta (Partner/Guranator of M/s Shri Ram Polymers), 8th Km, Jalalabad Road, Village Jamaur, UPSIDC Area Shahjahanpur U.P242001 Smt. Nitanshi Gupta W/o Shri Vineet Kumar Gupta (Guarantor of M/s Shri Ram Polymers) R/O 102, Khalil Garbi, Near Sitapur Eye Hospital Shahjahanpur, U.P 242001 Smt. Juhi Gupta W/o Shri Mukul Gupta (Guarantor of M/s Shri Ram Polymers) R/O HIG-508, Near Doon International School, Ratan Lal Nagar, Kanpur, U.P. 208022 Smt. Niketa Gupta W/o Shri Ashish Gupta (Guarantor of M/s Shri Ram Polymers) R/O 76 A, Chotti Subji Mandi,Near Pappu Beej Bhandar, Bahdurganj, Shahjahanpur, U.P. – 242001
2	Name and address of Branch, the secured creditor	SBI SAMB-II, 11 th Floor, Jawahar Vyapar Bhavan, 1 Tolstoy Marg, New Delhi 110001. <u>Sbi.50950@sbi.co.in</u> mob-7087261921, 9717644500

3	Description of the	S	Description of immovable property
3	immovable secured	r	Description of initiovable property
	assets to be sold.	N o.	(property on Physical Possession)
		1	Factory Land and Building bearing survey no.754, 755/2, 755 situated at part of Gata No. 754, 755/2, 755 Vill-Jamaur, Shahjahanpur, Jamaur, Uttar Pradesh
			Owner(s)/mortgagor(s): M/s Shri Ram Polymers, Partners and Guarantors. 1. Shri Jitesh Gupta S/o Late Shri Ram Kishore Gupta, 2. Ruchi Gupta W/o Jitesh Gupta 3. Smt. Niketa Gupta W/o Shri Ashish Gupta. 4. Smt. Juhi Gupta W/o Shri Mukul Gupta 5. Smt. Nitanshi Gupta W/o Shri Vineet Kumar Gupta
			Title deed No. 4724/906 dated 05.10.1982 (registered on 07/04/1983 by Sub- registrar Office Shahjahanpur, UP) situated at part of Khasra No. 755 Village Jamaur, Shahjahanpur, UP area admeasuring 3.25 acre registered in favour of Shri Ram Kishore Gupta (since deceased) Mortgaged by the legal heirs/owners i.e. 1. Shri Jitesh Gupta S/o Late Shri Ram Kishore Gupta, 2. Smt. Niketa Gupta W/o Shri Ashish Gupta, 3. Smt. Juhi Gupta W/o Shri Mukul Gupta 4. Smt. Nitanshi Gupta W/o Shri Vineet Kumar Gupta
			Title Deed No. 276 registered on 11.01.2007 at Shahjahanpur UP situated at gata No. 754 (area admeasuring 0.178 hectare) and part of gata no. 755/2 (area admeasuring 0.227 hectare) total area 0.405hectare Village Jamaur, Shahjahanpur, UP registered in favour of Smt. Dayawati Gupta (since deceased) Mortgaged by the legal heirs/owners i.e. 1. Shri Jitesh Gupta S/o Late Shri Ram Kishore Gupta. 2. Smt. Niketa Gupta W/o Shri Ashish Gupta 3. Smt. Juhi Gupta W/o Shri Mukul Gupta 4. Smt Nitanshi Gupta W/o Shri Vineet Kumar Gupta
			Title Deed No. 279 registered on 11.01 2007 at Shahjahanpur UP situated at part of gata No.755/2 Village Jamaur, Shahjahanpur, U.P. area admeasuring 0.405 Hectare and registered in favour of Dayawati Gupta (since deceased) Mortgaged by the legal heirs/owners i.e. 1. Shri Jitesh Gupta S/o Late Shri Ram Kishore Gupta,

		2. Smt. Niketa Gupta W/o Shri Ashish Gupta. 3. Smt. Juhi Gupta W/o Shri Mukul Gupta 4. Smt. Nitanshi Gupta W/o Shri Vineet Kumar Gupta.
		Title Deed No. 275 registered on 11.01.2007 at Shahjahanpur UP situated at part of gata No.755/2 Village Jamaur, Shahjahanpur, UP area admeasuring. 0.296 Hectare and registered in favour of Shri Jitesh Gupta.
		(Under Physical Possession)
		OWNER/ MORTGAGOR: Owner(s)/mortgagor(s): M/s Shri Ram Polymers, Partners and Guarantors. 1. Shri Jitesh Gupta S/o Late Shri Ram Kishore Gupta, 2. Ruchi Gupta W/o Jitesh Gupta 3. Smt. Niketa Gupta W/o Shri Ashish Gupta. 4. Smt. Juhi Gupta W/o Shri Mukul Gupta 5. Smt. Nitanshi Gupta W/o Shri Vineet Kumar Gupta
4	Details of the encumbrances known to the secured creditor.	Known encumbrances- Electricity Bill of Rs 56 lakh
5	The secured debt for recovery of which property is to be sold.	Rs.20,36,15,169.06 (Rupees Twenty crores Thirty Six lakhs Fifteen Thousand One Hundred Sixty Nine Rupees and Six Paise Only) as on 30.11.2024 along with future interest on the contractual rates with respectively together with all incidental expenses, cost charges, etc. # Recovery made adjusted
6	Deposit of earnest money	EMD Rs. 2,01,22,400/- (Two Crore One Lakh Twenty Two thousand Four Hundred only)being 10% of the Reserve Price to be remitted/transferred/ deposited by the bidders in his/her/their own wallet provided by M/s PSB ALLIANCE (eBKray) URL: https://ebkray.in or https://BAANKNET.com
7	Reserve price of the movable secured assets:	Rs 20,12,24,000/- (Rs. Twenty crore Twelve Lakhs Twenty Four Thousand only)
	Bank account in which EMD to be	As per instructions on site https://ebkray.in or https://BAANKNET.com
	remitted.	"Interested bidder may deposit Pre-Bid EMD with M/s PSB ALLIANCE before the close of e-Auction on

	Last Date and Time within which EMD to be remitted:	12.03.2025. Credit of pre-bid EMD shall be given to the bidder only after receipt of payment in PSB ALLIANCE Bank account and updating 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.
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 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.
9	Time and place of public e-Auction or time after which sale by any other mode shall be completed.	12.03.2025 (Wednesday)- New-Delhi, 12.00 AM to 4.00 P.M with auto extensions of 10 minutes each.
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 on the website of the service provider as mentioned above,	M/s PSB ALLIANCE https://ebkray.in or https://BAANKNET.com
11	(i) Bid increment amount.(ii) Auto Extension: time (unlimited)(iii) Bid currency &	(i) Rs.1.00 lakhs(ii) Auto extension of 10 minutes each (unlimited)
	unit of measurement.	(iii) Indian Rupee, Rupees Lakh

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	05.03.2025, Wednesday 12.00 AM TO 04:00 PM, Authorised Officer: Mr. Narender Kumar, Mobile No. 7087261921 Mr. Sushila Mangle, Mobile No. 9717644500 Mr. Mohd Belal- 9319727045 (RA)
13	Other conditions	 (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 Password by M/s PSB Alliance (vendor name) may be conveyed through e mail. (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 e-mail ID (v) Contact number (mobile/Land line of the bidder etc., to the eBKray Portal and to the Authorised Officer of State Bank of India, SAMB-II, Jawahar Vyapar Bhavan, STC Building, Janpath, 1, Tostoy Marg, New Delhi-110001 before auction date. Scanned copies of the original of these documents can also be submitted to e-mail id of the Authorised Officer agmcl3.50950@sbi.co.in (c) Names of Eligible Bidders will be identified by the State Bank of India Stressed Asset Management Branch-II to participate in online e-auction on the portal https://ebkray.in/ of PSB Alliance who will provide User ID and Password after due verification of PAN and other documents of the Eligible Bidders (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.
- (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 eauction process/ proceed with conventional mode of tendering.
- (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.
- (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.
- (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.
- (i) Decision of the Authorised Officer regarding declaration of successful bidder shall be final and binding on all the bidders.
- (j) 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.
- (k) The bid submitted without the EMD shall be summarily rejected. The property shall not be sold below the reserve price.
- (I) 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.
- (m) The EMD of the unsuccessful bidder will be refunded to their respective A/c numbers shared with the Bank/PSB Alliance. The bidders will not be entitled to claim any interest, costs, expenses and any other charges (if any).
- (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 auction without assigning any reason thereof. The sale is subject to confirmation by the secured creditor.
- (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) The successful bidder shall bear all the necessary expenses like applicable stamp duties/additional stamp duty/transfer charges, Registration expenses, fees/GST/ TDS etc. for transfer of the property in his/her name. (Over and above the sale price)
- (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.
- (r) 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 asset 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 bidders whose bid is accepted by Authorised Officer to withdraw his bid, either on the ground of discrepancy in size/area, defect in encumbrances, or any other ground whatsoever.
- (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 Authorised 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 authorised 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.
14	Details of pending litigation, if any, in respect of property proposed to be sold	 Civil Judge Shahjahanpur M/s Kishore Industries against Sh Jitesh Gupta SA/107/2025 has been filed in DRT Lucknow the matter was last heard on 10.02.2025.No relief was granted to the applicant. NDOH 26.02.2025.

Narender Kumar Authorised officer SAMB II, New Delhi State Bank of India