

**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>M/S. SHREE BALMUKUND POLYPLAST PVT. LTD.</b> Room No. 1109, 11 <sup>th</sup> Floor, Om Tower, 32 Chowringhee Road, Kolkata – 700 071
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 movable & immovable secured assets to be sold.	<p>1. All that piece and parcel of Land together with pucca building located at Mouza-Sabalpur, Khasra No. 1922, Police station – Didarganj, District – Patna. Deed No.3865 &amp; 3871 in the name of Smita Agarwala W/o Vikash Agarwala. <b><u>(Under Symbolic Possession)</u></b></p> <p>2. All that office space measuring an area 202 sq. ft. at 1<sup>st</sup> floor, "Keshavji Chamber", 3A, Pollock Street, P.S – Hare Street, Kolkata – 700001, vide Deed No. I – 3847 standing in the name of Vivek Finvest &amp; Consultant Pvt, Ltd. <b><u>(Under Symbolic Possession)</u></b></p> <p>3. All that piece and parcel of Land together with pucca building measuring an area of 05.03 decimal under Mouza-Khagrapur Khas Jungal, 277 Kharida Road, J.L. No. – 142, Khatian No. 726, Ward No. – 11 within Kharagpur Municipality, Police station – Kharagpur (Town), District - Paschim Medinipur, Deed No. 1565,1566, 1567, 3341 in the name of Ajay Kumar Agarwala, Deepak Kumar Agarwala &amp; Vikash Kumar Agarwala. <b><u>(Under Symbolic Possession)</u></b></p> <p>4. All that piece and parcel of Land together with pucca building measuring an area of 05.75 decimal under Mouza-Khagrapur Khas Jungal, 275A Kharida Road, J.L. No. – 142, Khatian No. 741, Plat No. 1543, Holding No. 340/275A, Ward No. – 11 within Kharagpur Municipality, Police station – Kharagpur (Town), District - Paschim Medinipur, Deed No. 7393 in the name of Deepak Kumar Agarwala. <b><u>(Under Symbolic Possession)</u></b></p> <p>5. All that the business space containing a total super covered area (i.e including the agreed area being the units proportionate share of the common parts) on the 11<sup>th</sup> floor of 'OM tower', 32 Chowringhee Road, Kolkata – 700071. Deed No. 1000, 997, 999, 2498 in the name of Sri Balmukund Polyplast Pvt Ltd. <b><u>(Under Symbolic Possession)</u></b></p> <p>6. All that the Residential flats or units No. 7A on the 7<sup>th</sup> floor measuring a super built up area of 2160 sq. ft. in the eleven storied building commonly known as 'Auckland 10' together with one covered car parking space</p>

		<p>in the ground floor and a servant quarter on the first floor of the premises measuring 55 sq. ft. of built up area more or less and together with undivided impartible proportionate share or interest in the land beneath the said building attributable to the said unit in premises no. 3A Auckland Place Kolkata 17, Police station – Shakespeare Sarani, within Ward No. – 63 of the Kolkata Municipal Corporation vide Deed No. 10547 in the name of M/s Joharilal Agarwala Sales Pvt Ltd. <b><u>(Under Symbolic Possession)</u></b></p> <p>7. All that the Residential flats or units No. 7B on the 7<sup>th</sup> floor measuring a super built up area of 2160 sq. ft. in the eleven storied building commonly known as 'Auckland 10' together with one covered car parking space in the ground floor and a servant quarter on the first floor of the premises measuring 55 sq. ft. of built up area more or less and together with undivided impartible proportionate share or interest in the land beneath the said building attributable to the said unit in premises no. 3A Auckland Place Kolkata 17, Police station – Shakespeare Sarani, within Ward No. – 63 of the Kolkata Municipal Corporation vide Deed No. 10548 in the name of M/s Joharilal Agarwala Sales Pvt Ltd. <b><u>(Under Symbolic Possession)</u></b></p> <p>8. All that piece and parcel of Lands with factory sheds together with Plant &amp; Machinery at Mouza – Kandua, under Dhulagarh Industrial Park, J.L. No – 5, Police Station – Sankrail, A.D.S.R.O – Ranihati, District - Howrah, Deed No. 2421, 2422, 2693, 2783, 3485, 10562, 6852 in the name of Shree Balmukund Polyplast Pvt Ltd. <b><u>(Under Symbolic Possession) [Plant &amp; Machineries will not be sold separately]</u></b></p>
4.	Details of the encumbrances known to the secured creditor.	<p>A. Properties are being sold on constructive possession and bank does not take liability to provide the possession within any specific time frame;</p> <p>B. Bank will provide only title deeds of the immovable properties and only possession (along with sale certificate) of the movables;</p> <p>C. Intending purchaser will have to make his/its' own enquiry as to other encumbrances, any statutory or other dues on the property;</p> <p>D. Area/measurement of the properties under sale may be lesser than those mentioned herein above and no dispute or claim of refund will be entertained.</p> <p>E. Brief details of plant and machinery is enclosed separately with this notice, no further detail may be provided.</p> <p>F. Sale is on "As is Where is "As is What is" Whatever there is" and "Without Recourse" basis.</p>
5.	The secured debt for recovery of which the property is to be sold	<p><b>M/s. Shree Balmukund Polyplast Pvt. Ltd. : Rs. 56,32,44,198.02 (Rupees fifty six crore thirty two lacs forty four thousand one hundred ninety eight and paise two only) as on 15.06.2015 and further interest from 16.06.2015 at the contractual rate and other charges due to the secured creditors.</b></p>

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6.	Deposit of earnest money	<p><b>1. EMD: Rs. 37,70,000/-</b> being the 10% of respective Reserve price to be remitted by RTGS/NEFT to the Bank account or Demand Draft drawn in favour of SBI account (unit name) Name of the Branch drawn on any Nationalised or Scheduled Bank.</p> <p><b>2. EMD: Rs. 2,00,000/-</b> being the 10% of respective Reserve price to be remitted by RTGS/NEFT to the Bank account or Demand Draft drawn in favour of SBI account (unit name) Name of the Branch drawn on any Nationalised or Scheduled Bank.</p> <p><b>3. EMD: Rs. 12,30,000/-</b> being the 10% of respective Reserve price to be remitted by RTGS/NEFT to the Bank account or Demand Draft drawn in favour of SBI account (unit name) Name of the Branch drawn on any Nationalised or Scheduled Bank.</p> <p><b>4. EMD: Rs. 9,80,000/-</b> being the 10% of respective Reserve price to be remitted by RTGS/NEFT to the Bank account or Demand Draft drawn in favour of SBI account (unit name) Name of the Branch drawn on any Nationalised or Scheduled Bank.</p> <p><b>5. EMD: Rs. 45,70,000/-</b> being the 10% of respective Reserve price to be remitted by RTGS/NEFT to the Bank account or Demand Draft drawn in favour of SBI account (unit name) Name of the Branch drawn on any Nationalised or Scheduled Bank.</p> <p><b>6. EMD: Rs. 23,90,000/-</b> being the 10% of respective Reserve price to be remitted by RTGS/NEFT to the Bank account or Demand Draft drawn in favour of SBI account (unit name) Name of the Branch drawn on any Nationalised or Scheduled Bank.</p> <p><b>7. EMD: Rs. 24,30,000/-</b> being the 10% of respective Reserve price to be remitted by RTGS/NEFT to the Bank account or Demand Draft drawn in favour of SBI account (unit name) Name of the Branch drawn on any Nationalised or Scheduled Bank.</p> <p><b>8. EMD: Rs. 56,90,000/-</b> being the 10% of respective Reserve price to be remitted by RTGS/NEFT to the Bank account or Demand Draft drawn in favour of SBI account (unit name) Name of the Branch drawn on any Nationalised or Scheduled Bank.</p>
7.	Reserve price of the movable & immovable secured assets:	<p>1. The reserve price for Godown at Sabalpur, Patna will be Rs. 3,77,00,000/-.</p> <p>2. The reserve price for Office Space at Keshabji Chamber, Kolkata will be Rs. 20,00,000/-.</p>

	<p>Bank account in which EMD to be remitted.</p> <p>Last Date and Time within which EMD to be remitted:</p>	<p>3. The reserve price for Residential cum Commercial Building at Kharagpur, Paschim Medinipur, West Bengal will be Rs. 1,23,00,000/-.</p> <p>4. The reserve price for Residential cum Commercial Building at Kharagpur, Paschim Medinipur, West Bengal will be Rs. 98,00,000/-.</p> <p>5. The reserve price for Office Space at "OM Tower" Kolkata will be Rs. 4,57,00,000/-.</p> <p>6. The reserve price for Residential Flat 7A at Aucland 10, Kolkata will be Rs. 2,39,00,000/-</p> <p>7. The reserve price for Residential Flat 7B at Aucland 10, Kolkata will be Rs. 2,43,00,000/-.</p> <p>8. The reserve price for Factory land &amp; building together with Plant &amp; Machinery will be Rs. 5,69,00,000/- (Rupees five crore sixty nine lacs only) (Factory Land &amp; Building Rs. 4,75,00,000/- and Plant &amp; Machinery Rs. 94,00,000/-).</p> <p><a href="https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp">https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp</a> by means of RTGS/NEFT.bidders own wallet Registered with M/s MSTC Ltd. on its e-auction site.</p> <p>Time : Up to 4 P.M., Date : 24.07.2024</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 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 e-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.	25.07.2024 between 1.00 p.m. to 5.00 p.m.
10.	The E-auction will be conducted through the Bank's approved service provider.	M/s. MSTC Ltd. at the web portal



<https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp>  
(name of the portal) MSTC Ltd. (name of the vendor) will provide User ID and Password after due verification of PAN 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 e-Auction 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.

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.

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

(i) The Authorised Officer shall be at liberty to cancel or restart the e-Auction process / tender at any time, before declaring the successful bidder, without assigning any reason. The decision of the Authorized officer to restart the auction process will be notified only to those participants who have while complying the condition "(b)" herein above furnished their emails at least one day before the auction date. Notifications for restart will be send on email only.

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

(k) 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.

(l) The EMD of the unsuccessful bidder will be refunded to their respective wallet maintained with M/s. MSTC Ltd. The Bidder has to place a request with MSTC Ltd for the refund of the same back to his bank account. The bidders will not be entitled to claim any interest, costs, expenses and any other charges(if any).

(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.

(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.

		<p>(o) 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> <p>(p) 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>(q) 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.</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 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 e-Auction will be entertained.</p>
14.	Details of pending litigation, if any, in respect of property proposed to be sold	<p>OA 314/2016 in DRT-III, Kolkata.</p> <p>SA 401/2023 in DRT-I, Kolkata.</p>

Date: 14.05.2024

Place: Kolkata



AUTHORISED OFFICER  
(Nijhar Kumar Lakra)  
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