SBI

ভারতীয় স্টেট ব্যাঙ্ক
भारतीय स्टेट बैंक
STATE BANK OF INDIA

(Annexure-15 A)

TERMS AND CONDITIONS OF AUCTION SALE OF THE SECURED ASSETS OF THE 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	**M/S. SIDDHI REFOILS AND INDUSTRIES PVT. LTD.** 24A, Shakespeare Sarani, 2nd floor, Room No.6, Kolkata – 700017, West Bengal.
2	Name and address of Branch, the secured creditor	State Bank of India, Stressed Assets Management Branch-II, Kolkata, Jeevandeep Building (10th floor), 1, Middleton Street, Kolkata- 700071.
3	Description of the immovable secured assets to be sold.	**Srl. No.:** Description of immovable and movable property **1:** Factory land and building located at Mauza-Akbar Malahi and Mauza-Matiara, PS Sarai, Vaishali, near Railway Gumati, measuring 1069.50 decimal in the name of Siddhi Refoils and Industries Pvt. Ltd., Deed Nos. 6505/2010, 5892/2010, 5894/2010, 5882/2010, 5883/2010, 6274/2010, 6082/2010, 6268/2010, 6292/2010, 5730/2010, 5580/2010, 5695/2010, 6011/2010, 5893/2010, 5548/2010, 7933/2010, 117/2011, 263/2011, 6934/2010, 7448/2010, 813/2011, 953/2011, 1423/2011, 1621/2011, 1179/2011, 1281/2011, 1565/2011, 4093/2011, 3065/2011, 3220/2011, 3221/2011, 1968/2011, 5793/2011, 4890/2011. **Total mortgaged land 1189 decimal, less acquired by Bihar Govt. Land Acquisition Department of 119.50 decimal for Railway. The residual land for sale is 1069.50 decimal.** **(Under Physical Possession).**
4.	Details of the encumbrances known to the secured creditor.	A. Encumbrances: Not Known. B. Intending purchaser will have to make his/its' own enquiry as to other encumbrances, any statutory or other dues on the property. C. Area/measurement of the properties under sale may be lesser then those mentioned herein above and no

		dispute or claim of refund will be entertained. D. Sale is on "As is Where is" As is What is" Whatever there is" and "Without Recourse" basis.
5.	The secured debt for recovery of which the property is to be sold	Rs.70,82,68,899.37 (Rupees seventy crore eighty-two lakhs sixty-eight thousand ninety-nine and thirty seven only) due as on 15.12.2014 with further interest, cost, incidental charges, etc. thereon.
6.	Deposit of earnest money **(EMD)**	**Rs. 1,57,70,000/-** (One crore fifty-seven lacs seventy thousands only). being the 10% of Reserve price to be remitted to the bidder's EMD wallet maintained with PSB Alliance. Credit of Pre-Bid EMD shall be given to the bidder only after receipt of payment in bank account of PSB Alliance and updation of such information on BAANKNET portal. This may take some time as per Banking process. Hence, bidders in their own interest are advised to submit the Pre-Bid amount well in advance to avoid any last minute issues. Lien to the extent of EMD amount will be applied on the wallet by the system.)
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.**	**Rs.15,77,00,000/-** (Rs fifteen crores seventy seven lacs only Bidder EMD wallet maintained with PSB Alliance on its e auction site: https://www.baanknet.com and as per guidelines available on the website. Kindly note that it may take 2-3 days to complete registration process in BAANKNET portal **by 08.09.2026, upto 03.00p.m.**
8.	Time and manner of payment	The EMD of the successful bidder will be automatically transferred to the bank on confirmation of the highest bidding. 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..

9.	**Time and place of public e-Auction** or time after which sale by any other mode shall be completed.	**09.09.2026 between 11.00 A.M. to 4.00 P.M.**
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.	**https://www.baanknet.com/eauction-psb/x-login**
11.	(i) Bid increment amount: (ii) Auto extension: _______ times. (limited / unlimited) (iii) Bid currency & unit of measurement.	**(i) 1,00,000.00** (ii) 10 minutes, extended time when valid bid received. (iii) Indian Rupees (INR)
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	**Date: 01.09.2026, Time: 12.00 P.M. to 3.00 P.M.** Name: 1) Sri Subrata Saha, Contact No.9674759137 2) Sri Prithwish Sarkar, Contact No. 9674780460
13.	Other conditions	**Other conditions**: (1) Intending Bidders should get themselves registered on

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		https://baanknet.com/eauction psb/bidder-registration by providing requisite KYC documents and registration fee as per the guidelines provided on BAANKNET well before the auction date (The registration process is detailed on the above website). (2)Bidders have to visit the website (https://www.baanknet.com/eauction-psb/x-login) to participate for online bid. For technical assistance, the bidders may refer to BAANKNET helpline numbers/email id mentioned on the home page of https://www.baanknet.com (3) Bidders shall hold a valid e-mail ID (e-mail ID is absolutely necessary for the intending bidder as all the relevant information and allotment of ID and password by BAANKNET may be conveyed through e-mail.) (4) 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. (5) 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. (6) 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. (7) 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. (8) Decision of the Authorised Officer regarding declaration of successful bidder shall be final and binding on all the bidders. (9) 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. (10) The bid submitted without the EMD shall be summarily rejected. The property shall not be sold below the reserve price. (11) 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.

(12) Lien on the wallet of unsuccessful bidders to the extent of EMD amount will be automatically removed by the system. The bidders will not be entitled to claim any interest, costs, expenses and any other charges (if any).

(13) 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.

(14) 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.

(15) 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.

(16) 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.

(17) 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 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.

(18) 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.

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		(19) 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. Provided if the sale price is above Rs.50,00,000.00, it shall be responsibility of the auction purchaser to deduct the 1% TDS in the name of the owner of the property and remit to income tax Dept. as per sec. 194IA of Income Tax Act on PAN number which may be provided by the Authorised Officer. The sale certificate will be issued only on receipt of the Form No. 26QB and challan for having remitted to the Bank subsequently. Failing which, it shall be a default under section Rule 9(5) of Security Interest (Enforcement) Rules. 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. (20) The Sale Certificate will not be issued pending operation of any stay/injunction/restraint order passed by the court/Tribunal against issue of sale certificate. Further, no interest will be be paid on the amount deposited during this period. No request of for return of deposit either in part or full/ cancellation of sale will be entertained. (21) Bidder shall be responsible to avoid any technical glitches or mistakes that may affect the e auction. Therefore, the Bank shall not be responsible for the same and there shall not any claim or whatso ever from the bidder thereon affecting the auction process.
14	Details of pending litigation, if any, in respect of property proposed to be sold.	As per record of Bank, No litigations in respect of property proposed to be sold. However, Bank was filed recovery suit vide OA/233/2015 before DRT-III,Kolkata, Now TA/780/2026 at DRT-II, Kolkata which is pending for disposal. Next hearing date is 14.08.2026. and CS 239/2022 in Calcutta High Court. Last hearing date was 18.09.2025.

Date: 17.08.2026.

Place: Kolkata

भारतीय स्टेट बैंक STATE BANK OF INDIA 18192 दबावग्रस्त आस्ति प्रबंधन शाखा-II, कोलकाता Stressed Assets Management Branch-II, Kolkata

Authorised Officer.