#### **TERMS AND CONDITIONS OF SALE**

### PROPERTY WILL BE SOLD ON "AS IS WHERE IS, "AS IS WHAT IS" AND "WHATEVER THERE IS" BASIS

1 Name (s) and Address (es) of the Borrower and Guarantors

### 1. Anubhuti Apples Private Limited

#### (Borrower)

Regd. Office:

Village - Sainj, Tehsil - Theog, Shimla, Himachal Pradesh, 171201.

Email ID: anubhuti.asia@gmail.com, md@anubhutigroup.com

#### Also, at:

- ➤ House No. 1120, Sector-15B, Chandigarh, 160015.
- SCO. 363-364, Sector 35B, Chandigarh, 160022.

## 2. Sh. Rajinder Garg S/o - Sh. Deen Dayal Garg (Personal Guarantor, Director, and Mortgagor)

House No. 1120, Sector - 15B, Chandigarh - 160015.

Email ID: md@anubhutigroup.com, rajindergarg@ymail.com

# 3. Sh. Dinesh Singh S/o - Sh. Balak Ram (Personal Guarantor and Director)

House No. 1, Ward No. 7, Rahi Ghat, Tehsil – Theog, Shimla, Himachal Pradesh, 171201.

Email ID: anubhuti.asia @gmail.com

#### 4. Anubhuti Cold Chains Private Limited

#### (Corporate Guarantor)

Regd. Office: SCO 363-64, Sector - 35B, Chandigarh, 160022.

Email ID: anubhuti.asia@gmail.com, md@anubhutigroup.com

Also, at:

		House No. 1120, Sector - 15B, Chandigarh - 160015.
		5. Anubhuti Logistics Private Limited
		(Corporate Guarantor)
		Regd. Office: Village - Mubarikpur, Tehsil - Dera Bassi, Mohali, Punjab, 140201.
		Email ID: anubhuti.asia@gmail.com, md@anubhutigroup.com
		Also, at:
		<ul> <li>House No. 1120, Sector-15B, Chandigarh, 160015.</li> <li>SCO. 363-364, Sector - 35B, Chandigarh, 160022.</li> </ul>
2	Name and address of Branch, the Secured Creditor	State Bank of India Stressed Assets Management Branch (SAMB), Ground Floor, SBI Zonal Office Building, Fountain Chowk, Civil Lines, Ludhiana 141001
3	Description of the immovable secured assets to be sold	All the Part and Parcel of the Property consisting of Industrial Land admeasuring 20 Kanals, i.e., approximately 12100 Sq. Yards vide Six (06) Wasika/Sale Deeds as given hereunder:
		a. Sale deed No. 4546 registered with the office of Sub Registrar, Dera Bassi on 14.06.2011, bearing Khata No. 26/69, Khasra No. 57//5/1 (4-0), 5/2 (4-0), Kitte 2, area 8 Kanal - 0 Marla having 1/3rd share i.e., 2 Kanal - 13 Marla situated at Village Mubarikpur, Hadbast No. 357, Tehsil Dera Bassi, Distt. Mohali, Punjab as per Jamabandi for the year 2005-06 owned by Sh. Rajinder Garg S/o Sh. Deen Dayal Garg.
		b. Sale deed No. 4547 registered with the office of Sub Registrar, Dera Bassi on 14.06.2011, bearing Khata No. 26/69, Khasra No. 57//5/1 (4-0), 5/2(4-0), Kitte 2, area 8 Kanal - 0 Marla having 1/3rd share i.e., 2 Kanal - 13 Marla situated at Village Mubarikpur, Hadbast No. 357, Tehsil Dera Bassi, Distt. Mohali, Punjab as per Jamabandi for the year 2005-06 owned by Sh. Rajinder Garg S/o Sh. Deen Dayal Garg.
		c. Sale deed No. 4548 registered with the office of Sub Registrar, Dera Bassi on 14.06.2011,

bearing Khata No. 26/69, Khasra No. 57//5/1 (4-0), 5/2 (4-0), Kitte 2, area 8 Kanal - 0 Marla having 1/3rd share i.e., 2 Kanal - 14 Marla situated at Village Mubarikpur, Hadbast No. 357, Tehsil Dera Bassi, Distt. Mohali, Punjab as per Jamabandi for the year 2005-06 owned by Sh. Rajinder Garg S/o Sh. Deen Dayal Garg. Sale deed No. 4693 registered with the office of Sub Registrar, Dera Bassi on 17.06.2011, bearing Khata No. 2/5, Khasra No. 56//2/2 (7-1), area 7 Kanal 1 Marla having 80/141st share i.e., 4 Kanal - 0 Marla situated at Village Mubarikpur, Hadbast No. 357, Tehsil Dera Bassi, Distt. Mohali, Punjab as per Jamabandi for the year 2005-06 owned by Sh. Rajinder Garg S/o Sh. Deen Dayal Garg. e. Sale deed No. 4694 registered with the office of Sub Registrar, Dera Bassi on 17.06.2011, bearing Khata No. 2/5, Khasra No. 56//2/2(7-1) area 7 Kanal 1 Marla having 44/141st share i.e., 2 Kanal - 4 Marla and Khata No. 2/4, Khasra No. 56//1/3 (5-16), area 5 Kanal 16 Marla having 36/116th share i.e., 1 Kanal - 16 Marla i.e. total area of 4 Kanal 0 Marla situated at Village Mubarikpur, Hadbast No. 357, Tehsil Dera Bassi, Distt. Mohali, Punjab as per Jamabandi for the year 2005-06 owned by Sh. Rajinder Garg S/o Sh. Deen Dayal Garg. Sale deed No. 4695 registered with the office of Sub Registrar, Dera Bassi on 17.06.2011, bearing Khata No. 2/4, Khasra No. 56//1/3 area 5 Kanal 16 Marla having 80/116th share i.e., 4 Kanal - 0 Marla situated at Village Mubarikpur, Hadbast No. 357, Tehsil Dera Bassi, Distt. Mohali, Punjab as per Jamabandi for the year 2005-06 owned by Sh. Rajinder Garg S/o Sh. Deen Dayal Garg. Property <u>I</u>D BAANKNET Portal): (on the SBIN1563103001. 4 Details of the encumbrances None known to the Secured Creditor Rs.32,80,93,375.44/- (Rupees Thirty Two Crores 5 The Secured Debt for recovery of which the property is to be Eighty Lakhs Ninety Three Thousands Three sold Hundred Seventy Five and Paise Forty Four Only)

		as on 31.01.2017 with future interest and incidental charges (As per Demand Notice u/s 13(2) of SARFAESI Act 2002 dated 06.03.2017)
6	Deposit of Earnest Money	EMD Amount: Rs.71,40,000/-, being the 10% of the Reserve Price, to be deposited in the wallet to be maintained by Bidders on <a href="https://Baanknet.com">https://Baanknet.com</a>
7	Reserve Price of the immovable secured asset:	Rs.7,14,00,000/- (Rupees Seven Crores Fourteen Lakhs Only)
	Bank account in which Earnest Money Deposit (EMD) is to be remitted:	Through wallet to be maintained by Bidders on <a href="https://Baanknet.com">https://Baanknet.com</a> .
	Last Date and Time within which EMD to be remitted:	Before the start of e-auction at 11 AM on 23.09.2025 or as per the guidelines for participation in e-auction, as available on <a href="https://Baanknet.com">https://Baanknet.com</a> (However, the intending bidders are advised to deposit the EMD amount in their wallet well before the start of e-auction to avoid any last-minute technical issues)
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, 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 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 auction	Date: 23.09.2025 (Tuesday)  Time: From 11:00 AM to 04:00 PM, with unlimited extensions of 10 minutes each.  e-Auction Portal: https://Baanknet.com
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	M/s PSB Alliance (BAANKNET) at the portal <a href="https://Baanknet.com">https://Baanknet.com</a>

	the website of the service	
11	provider as mentioned above  (i) Bid increment amount:	Rs.5,00,000/-
11	(ii) Auto extension: (limited/	Unlimited extensions of 10 minutes each.
	unlimited) (iii) Bid currency	INR
12	<b>Date and Time</b> during which inspection of the immovable	Pre-Auction Inspection:
	secured assets to be sold and	Date: 19.09.2025 (Friday)
	intending bidders should satisfy themselves about the assets and their specification.	Time: From 11:00 A.M. to 04:00 P.M.
	Contact person with mobile number:	For inspection and/or any clarification, the intending bidders may contact: (1) Mr. Nitya Nand Mishra, Chief Manager & Authorised Officer, SBI, SAMB Ludhiana, E-mail ID: team3samb.lud@sbi.co.in, Mobile: 9891368035, or Mr. Vinay Chatli, Assistant General Manager & Authorised Officer, SBI, SAMB Ludhiana, Mobile: 9872777992, or (2) Sh. Surinder Gupta, Official of the Bank engaged Resolution Agent in the Account, M/s Embee Financial Services Ltd., on Mobile: 8901592220 or 9875948722.
13	Other conditions	(a) The intending bidder should abide by the rules of <a href="https://Baanknet.com">https://Baanknet.com</a> vis-à-vis the auction in respect of KYC guidelines, Balance in their Wallet for covering the EMD Amount etc.
		(b) Participation in e-auction will be allowed by <a href="https://Baanknet.com">https://Baanknet.com</a> portal to those who comply with the terms of auction and fulfill the eligibility criteria therefor. Interested bidders may deposit Pre-Bid EMD to their Bidder Global EMD Wallet with <a href="https://Baanknet.com">https://Baanknet.com</a> before the last date & time as mentioned at SI. No.7 above, through Online transfer of funds using NEFT/Transfer, using challan generated on e-Auction Platform. Credit of Pre-Bid EMD shall be given to the bidder only after receipt of payment in <a href="https://Baanknet.com">https://Baanknet.com</a> account and updation of such information on the e-Auction website. This may take some time as per Banking process and hence bidders are advised to deposit the Pre-Bid EMD amount

- well in advance to avoid any last minute problem.
- (c) The successful bidder will be communicated suitably by <a href="https://Baanknet.com">https://Baanknet.com</a>, subject to further confirmation by Bank after validation of each of the eligibility criteria/KYC details/EMD amount deposit etc.
- (d) 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 etc.
- (e) 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.
- (f) The bidders are required to submit acceptance of the terms & conditions and modalities of eauction adopted by the service provider before participating in the e-auction.
- (g) 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 the e-auction process/tender at any time, before declaring the successful bidder, without assigning any reason.
- (j) The bids submitted without the EMD shall be summarily rejected. Further, the properties 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 correspondences regarding any change in the bid shall be entertained.
- (I) The EMD of the successful bidder shall be

- retained towards part sale consideration and the EMD of the unsuccessful bidder will be refunded by <a href="https://Baanknet.com">https://Baanknet.com</a>. 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.
- (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/their name.
- (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 and will be over and above the Bid Price.
- (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 size/area of the immovable/secured assets in question. They shall independently ascertain any other dues / liabilities / encumbrances in respect of the properties 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. other or any ground whatsoever.
- (r) In case 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 on 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.

(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 only. No request for change of name in the Sale Certificate, in favour of any other person than the person who submitted the bid/participated in the auction, will be entertained.

Date: 02.09.2025 Place: Ludhiana

(Nitya Nand Mishra)
Authorised Officer, State Bank of India