



WEST BENGAL FINANCIAL CORPORATION
DD - 22, Sector -1, Salt Lake City, Kolkata – 700 064.

Auction Details	
Auction No	MSTC/ERO/WEST BENGAL FINANCIAL CORPORATION/1/DALHOUSIE/19-20/27128 to 130
View Date	27.11.2019
Opening Date & Time	18-12-2019::11:00:00 for Sl. No.1 to 8. 19-12-2019::11:00:00 for Sl. No.9 to 16 20-12-2019::11:00:00 for Sl. No.17 to 24
Closing Date & Time	Scheduled Time 18-12-2019::15:00:00 for Sl. No.1 to 8. 19-12-2019::15:00:00 for Sl. No.9 to 16 20-12-2019::11:00:00 for Sl. No.17 to 24
Inspection From Date	28-11-2019
Inspection Closing Date	16-12-2019
Seller Details	
Seller / Company Name	WEST BENGAL FINANCIAL CORPORATION
Location	SALT LAKE
Street	DD 22, Sector-I, Salt Lake City,
City	KOLKATA-700064
Country	INDIA
Telephone	23599810 to 14
Fax	23599823
Email	npam@wbconline.org
Contact Person	SRI SUDHAKAR BHATTACHARYA, SRI SUBRATA ROY, & SRI AVIJIT PAL

SPECIAL TERMS AND CONDITIONS (STC)

WBFC UNITS SITUATED IN VARIOUS PARTS OF WEST BENGAL AVAILABLE FOR PURCHASE THROUGH £-AUCTION ON "AS IS WHERE IS AND WHATSOEVER THERE IS" BASIS

(I) Introduction: ABOUT WBFC

West Bengai Financial Corporation (WBFC), a Corporation established by the State Financial Corporation's Act, 1951 (as amended upto date) having its Head Office at DD-22, Sector – I, Salt Lake, Kolkata - 700064, was set up in 1954. The Corporation, since inception, has been engaged in extending various loan assistance for promotion of industries under MSME Sector in the State of West Bengal. The performance of this Corporation has been all along registered growth in all the segments viz. Sanction, disbursement and recovery etc.

(II) WBFC, the deemed owner, now invites, as mortgagee and hypothecatee under the statutory provisions of State Financial Corporation's Act, 1951 (as amended upto date) offers from eligible buyers on 'AS IS WHERE IS AND WHATSOEVER THERE IS' basis under Section 29 of the SFCs Act, 1951 (as amended upto date) through e-Auction process to be conducted by MSTC Ltd. (a Govt. of India enterprise) as described fully herein below.

Sl. No.	Name of the Unit	Activity/Product	Detail of assets available for sale in brief.	Reserve Price Rs.in lakh
1	Magnifico Crafts Pvt. Ltd., Middapara Bus Stop, Howrah Amta Road, PS. Jagatballavpur, Howrah- 711404.	Mfg. of bamboo pre- processing corrugated sheet	Land : 36 cottah with shed/bldg. 38179 sq.ft. with plant & machinery for wood plastic composite (WPC) product & bamboo corrugated comprising bamboo pre-processing & corrugated sheet plant, bamboo composite machine line (2 nos) complete with dryer, pulverizer, extruder, mixture, 200 KVA DG set, electrical item.	:853.00
2	Ras Engineering Bauria Industrial Estate, Plot No.28, P.S. Uluberia, Dist. Howrah, Holding No.1068C/520F/170E, Chakkashi Colony No.1, Chengail, , Pin- 711307. Near Hanuman Mandir.	Engineering	Leasehold land admeasuring 21 cottah (approx.) Building and Sheds: G + 1 type (384 sft. each) Shed : 2 storied (384 sft. each) + Shed 860 sft.) Plant and Machinery: 1. 30 KV High Voltage Machine 2. Surge Comparison, (10 KV) 3. Coil Forming Machine 4. U- Forming Machine 5. Coil moulding machine with channel 6. Satator Coil Forming machine Big 7. Hydraulic Commutator 8. Varnishing Chamber 9. Heat Chamber 10. 10 Ton capacity overhead crane 11. Tan Dutta Machine 11 kV 12. DG Set 30 KVA (KEEC Market, Jeevan Diesel)	20.65
3	Burnpur Cement Ltd situated at Village / Mouza Palashdiha, P.O. Kanyapur, P.S. Asansol (North) Dist. Paschim Bardhaman, West Bengal :713341	Cement Mfg.	1.Ball Mill Shell (steel) – 75 in. dia. x 26 ft. long – 8 nos. 2.Slag Drier Shell (steel)80 in. dia. x 33 ft. long – 1 no. 3.Cement Storage Silo (steel) 91 in. dia. x 30 ft.ht – 4 nos. 4.Air Lifter – 30 ft. height with Blower – 4 nos. 5.Packing Machine, Steel structures – 4 nos. 6.Pollution Control arrangements with Dust Collector, steel Chimney – 24” dia. x 70 ft. height – 4 nos. 7.Hot Blast Heater with Hopper Ash door Dust Collector – 4 nos. 8.Electric Montor – 350 HP – 2 nos. 250 HP – 1 no. 9.Weighing Machine – 50 T.	28.00
4	Legend Laboratories Pvt. Ltd. 3472 Sodepur Road, Vill & P.O. Jugberia, P.S. Ghola, Kolkata-700 110.	Rice Mill – raw rice & rice bran	1. Reverse Osmosis System – (1 No.), 2. Semi Automatic Sleeve Wrapping Machine – (1 No.), 3. Elgi make compressor with 20 HP Motor and accessories – (1 No.), 4. 2 TR capacity Chilling Plant (Air Cooled) – (1 No.), 5. Air Dryer – (1 No.), 6. Two cavity moulds 600 ml., 100 ml. and 2000 ml. – (3 No.), 7. Automatic two head cap rinsing, filling and sealing machine – (1 No), 8. Automatic rinsing, filling and capping machine (Capacity 60 bottle/min) – (1 No) 9. S. S. Tank (2000 Ltr. Capacity) – (2 Nos.) 10. 62.5 KVA Kirloskar D. G. Set – (1 No.) & Equipment - Lot	22.60
5	Fusion Natural Resources Pvt. Ltd. (Unit – II) Mouza : Majiara & Bhanara, P.S : Barabani, DIST : Burdwan – 713 334.	Aluminium Extrusion Products Mfg.	Land : 95 decimal as primary with shed & building and plant & machinery relating to aluminum extrusion plant. Shed/Building : 1. Main Factory Shed : (Area - 11992 sq.ft) constructed with Steel framed MS structure with of channel, tubular truss & purlins. 2. Anodizing Shed : (Area-3066 sq.ft.) & Constructed with Steel framed structure with MS joist 10"x 5", tubular truss & purlins. 3. Foundry Shed : (Area 3785 sq.ft). & Steel framed structure with tubular truss & purlins. 4. Electrical rooms : (Covered area 1105 sq.ft.) & single storied building 5. Boundary wall Plant & Machinery and Misc. Fixed Assets : 1. 1100 MT Alluminium Extrusion Press with accessories; 2. Heavy Duty Material Handling System (roller type); 3. Chiller for Anodizing & Extrusion Plant (cap. 25 TR); 4. Auto Puller Rough Cutting (Hot) Saw for Aluminium Extrusion with motor 3 x 2 HP; 5. Log Cutting Machine with motor; Fuel Service Tank mounted on M.S. structure	413.00
6	S.S. Aqua Industries Vill:Chakturia, PO:Sankoa, PS:Kharagpur(L), Paschim Medinipur -721301	Mineral Water	Land- 15.50 decimal Building- one single storied building with Brickwall & roofing (Area 2223 sq. ft.) Machinery- R.O. Plant - 1 no, Pet blowing machine, SS Tank, batch coding etc.	48.96
7	Hara Gouri Rice Mill, [FA] Mouza : Kalyanpur, Nadra More, Kalna Road, P.O. & Dist. Burdwan-713101.	Rice Mill	Land : Freehold 42 Decimal; and Shed : 8126 Sq.ft.; [Machineries sold out]	32.40
8	New Raja Brick Field Vill. Mashila, Chandipur, P.O. Sasanga, Mouza – Nopara & Mashila,	Red Brick	Land : Freehold 165 Decimal; Building : (Pucca structure) 870 Sq.ft. & (Shed 1400 Sq.ft.) Asbestos Roofing, Plant & Machinery : 100 Ft. Chimney, Broken Coal Crusher with Engine, Blower with Broken Engine, Scrap Trolleys and 2 Damaged Vehicles.	24.45

	P.S. Khandaghosh, Dist. Burdwan-713146.				
9	A.K.D Handmade Paper Industry, Mouza: Bizra, P.O. Amadpur, P.S. Memari, Dist. Burdwan, Pin – 713154.	Paper Product	Land : Freehold 28 Decimal; Shed/Building : GI Sheet Roofing Pucca Construction – 2160 Sq.ft., Pucca Vat- 48 Sq.ft., 120 Sq.ft. Pucca Office Room; Plant & Machinery : Lifting Beater, Rag Chopper, Hydraulic Press, Calendering Machine, Paper cutting Machine, Mould Machine etc.	17.53	
10	Super Bricks Manufacturer Vill. Keshidanga, P.O. Parihati, P.S. Jambani, Dist. Jhargram.	Brick Field	Land : 56 deimal freehold land with 1(one) no. brick built Chimney	4.57	
11	Maa Mangal Chandi Aluminium Industries, Dakshin Goalpara, P.O.Debinagar, P.S.Raiganj, Uttar Dinajpur – 733134	Aluminium Utensils	Land : 30.75 Decimal under Mouza-Dakshin Goalpara; Shed/Building: 10000 Sq.ft. (Approx.) consisting of Main Factory Shed; Plant & machinery : Conveyoriged Drying Oven – 1 no., Aluminum Circle Annealing Furnace (Oil Fired) – 1 no., Aluminum Cold Rolling Mills – 1 no., Hot Sheet Rolling Mills – 1 no., Falla Cutting machine – 2 nos., Circle Cutting machine – 2 nos., Melting Furnace – 2 nos., Chimney – 1 no, Aluminum Handi Die – 23 nos., Transformer – 1 no., Exhaust Fan including its motor – 3 nos., Iron Scrap – Lot etc.	80.15	
12	Sonali Cement Products Pvt. Ltd. Vill. Aldihi, P.O. & Mouza : Mithani, P.S. Kulti, Dist. Paschim Burdwan-713371.	Mfg. of RCC spum pipes	Land : Freehold 2.04 Acres with GI Sheet Roofing Pucca Construction – 1850 Sft. Soaking Tank 2 Nos.; Plant & machinery : Moulding Machine, Steel Collapsable Drums, Overhead Tank, Mixer Machine and One Hydra Escorts.	119.90	
13	Sree Sree Annapurna Mini Rice Mill Vill & P.O. Koruri, Saddy, Dist. Burdwan.	Rice Mill	Land : Freehold 2.42 acre with shed and structure standing thereon with Plant & Machinery	33.45	
14	Samrat Imaging Pvt. Ltd. 12/2F, Northern Avenue, Kolkata – 700 037	Digital Printing	Plant & Machinery : 1. Digital Flex Printing M/c (1 no) with. 2.Printer,Motors – 1 Set 3.Printer with accs. Etc. – 1 Set 4. Air Condition Machine – 2 Nos. 5. Battery – Lot.	23.21	
15	Kayal Bricks Vill. Terapakhya, Bayak-1 Gram Panchayat P.S. Nandigram, Dist. Purba Medinipur.	Brick Field	Land : 271.00 decimal 'Itkhola' J.L No.114, L. R Plot No.801.804.806,808, L. R. Khatian No.433,1014, Mouza : Mangalchak, P.S. Nandigram, Dist. Purba Medinipur.	18.70	
16	Shree Maa Jute (P) Ltd. WBIIDC Industrial Growth Centre. Plot No. 165/166(P), Chakchaka, PO. & Dist. Coochbehar – 736101	Mfg. of Jute Twine	Leasehold land admeasuring 55 decimal with factory shed.	45.60	
17	Kumar Industries, 33/5, Kedar Nath Singh Road, Ariadaha, P.S. Belgharia, Dist.North 24-Parganas, Pin-700057.	Mfg. of Machinery Parts	Land : 5.81 katha with workshop sheds, dwelling sheds, 2-storied building structure covered by boundary wall, at Mouza : Ariadaha, Holding No.1043, Kedarnath Singha Road, Ward No.8, P.S. Belghoria under the Kamarhati Municipality. Plant & Machinery : Centre Lathe (6') with motor – (2 nos) each, Shaping Machine with motor – 2 nos., Vertical Milling Machine – 1 no. and all other accessories.	53.83	
18	Abdus Salalm Rice Product Pvt. Ltd., Vill. Hazipur, P.O. Begunia, P.S. Mayureswar, Dist. Birbhum	Rice Mill	Land : 2.45 acre (approx.), Bldg. & Shed : Milling shed, one godown, office room, labour shed., Plant & Machinery : Paddy de-husker, Rubber roll sheller, paddy separator, woken chalna, fans, elevator, Handy boilers, Indus paddy parboiling plant with pipelines, Indus standard Dryer plant with accessories, Kiron brand bran section machine PEC colorex steam boiler with all accessories, 128 HP Ashok Layland engine with Kirlosker Alternator, small DG set and motors.	40.50	
19	Glaze Infrastructure Pvt. Ltd. G3-154/2, New Shibrampur Road, P.O. Ganipur, P.S. Maheshtala, Dist. 24-Pgs.(S).	Laminated & toughened Glass Mfg.	Land : 192.43 decimal (approx.); Shed/Bldg. : 47120 sq.ft. (approx.) complete with plant & machinery : Glasstempering furnace, washing m/c, Auto insulation m/c, EOT Crane, 125 KVA Gen. set etc.	732.40	
20	Riddhi Siddhi Rope Industries, 316/4, Abdalpur, Badu Road, Madhyamgram, 24-Pgs.(N), Kolkata-700155.	HDPE/HDPE Rope	Plant & Machinery : 65 mm Extension Tape making plant with 25 HP motor, Mixture machine, STEC BW/10 Bobin winder with 0.5 HP motor, Rope twisting machine, Coiling machine, Fibrilation unit, Bobins, office equipments including computers, AC machine, furniture etc.	20.20	
21	Prembhog Food Products Pvt. Ltd. 3r Mile, Sevok Road, P.O. Siliguri, Dist. Jalpaiguri	Flour Mill	Plant & Machinery of Flour Mill : Reel Machine, Scourer with aspirator channel, Cockil Cylinder, Double Diagonal Roller Mills with Rolls, Plansifter, Jet Filter, Screw Conveyors, Belt Conveyors, Pneumatic equipment etc.	31.60	
22	New Dey's Enterprise 2, Mahadanga Colony, P.O. & P.S. Chandannagar, Dist. Hooghly.	Mfg. of Plastic Moulded items	Land : 3 cottah 11 chatak (approx.); Shed 575 sft.(approx.) brick wall and Asbestos sheet roofing; Plant & machinery : Plastic Semi-Automatic Vertical Injection Moulding machine – 1 no., Plastic Semi-Automatic Vertical Injection Moulding machine (plunger type) – 1 no., Cooling pump with 2 HP motor – 1 no., Plastic waste cutting machine (manual) – 1 no., Injection moulding machine with compressor – 6 nos. Blow moulding machine with compressor – 1 no., Heat Chamber – 1 no., Ball press machine – 1 no., Grinder machine – 1 no., Dies – L.S., Mixture machine – 1 no.	18.32	
23	V.B. Construction Company 31/32, G.T.Road, Ushagram, Asansol- 713 303, Dist-Burdwan.	Market Complex			
		Assets		Covered area	Govt. Rate
					Assessed Rate

		1..Covered Space at 3 rd floor	2410 sq.ft.	Rs.5168/-	Rs.3000/-	55.36
		2..Semi Cov. space at 4 th fl.	990 sq.ft.	Rs.3100/-	Rs.2000/-	15.18
		3..Mezz. Floor Shop 4	400 sq.ft.	Rs.4327/-	Rs.4000/-	12.28
		4..Gr. Floor Shop 1	190 sq.ft.	Rs.6885/-	Rs.7500/-	10.90
		5..Godown Shed	420 sq.ft.	Rs.3034/-	Rs.2500/-	8.02
		6..Gr. Floor Shop 3	190 sq.ft.	Rs.5852/-	Rs.5000/-	7.26
		7..Open parking space	For 6 nos		Rs.150000/-	6.90
		8. Gr. Floor Shop 2	120 sq.ft.	Rs.5852/-	Rs.5000/-	4.60

INTEGRITY PACT CLAUSE

ALL CONTRACTS/TRANSACTIONS ENTERED INTO BY THE BUYER/BIDDER ARISING OUT OF THIS E-AUCTION SHALL BE GOVERNED BY THE INTEGRITY PACT AVAILABLE ON OUR WEB-SITE www.mstcecommerce.com

1) E-auction bids are invited for purchasing the above mentioned fixed and movable assets on 'AS IS WHERE IS AND WHATSOEVER THERE IS' basis only under Section 29 of the SFCs Act, 1951 (as amended upto date).

2) WBFC is the deemed owner of the aforesaid fixed and movable assets by operation of the provisions of Section 29 of the SFCs Act, 1951 (as amended).

3) The word MSTC wherever appearing means the MSTC LIMITED, Kolkata, hereinafter referred to as SERVICE PROVIDER.

4) The Word BIDDER wherever appearing means eligible buyers who is interested in participating in the e-auction for getting allotment of the said fixed and movable assets.

5) The Word PURCHASER/BUYER wherever appearing means, successful bidder whose rate has been accepted by WBFC.

6) This E-Auction sale is governed by the

GENERAL TERMS & CONDITIONS (GTC). BUYER SPECIFIC TERMS & CONDITIONS (BSTC) AND THE SPECIAL TERMS & CONDITIONS (STC) of the e-auction. In case of any conflict or difference among any provisions of GTC, BSTC & STC, the provisions of STC will supersede others in the particular e-auction.

7) The Special Terms & Conditions appearing on the day of e-auction under VIEW LIVE E-AUCTION are final and which may be downloaded. The details of property and STC displayed under view forthcoming auctions on MSTC's e-auction website are tentative and subject to change at the sole discretion of MSTC/WBFC before the start of e-auction. Bidders should, therefore, download the details of property and STC displayed only under view live auctions for their record purpose, if required, and bid accordingly.

8) E-Auction opening time, closing time, inspection schedule and other dates & Times mentioned in the e-auction catalogue may be treated as (IST) Indian Standard Time only.

9) The Buyers/Bidders who are interested to get allotment of the above fixed and movable assets through e-auction should get themselves registered with MSTC as buyer for e-auctions before commencement of e-auctions.

(III) Schedule of Fixed and Movable assets:

All that piece and parcel of the assets of the UNITS SITUATED IN VARIOUS PARTS OF WEST BENGAL AVAILABLE FOR PURCHASE THROUGH E-AUCTION ON" AS IS WHEREIS AND WHATSOEVER THERE IS" BASIS through e-Auction process.

(IV) Eligibility conditions for bidders:

Inspection of the above assets may be carried out by intending purchasers on payment of Rs.500/- plus GST @18% for units at Sl.No. 3, 4, 14, 20 & 21 and Rs.1000/- plus GST @ 18% each for other units of the assets at any of the following offices of WBFC between 11:00 am & 5:00 pm during working days within 16.12.2019. The following offices/persons May be contacted for the purpose:

WBFC	MSTC Limited	
Contact person /Office	Contact person	
Mr. Subrata Roy, The Dy. General Manager (AMD), West Bengal Financial Corporation, Head Office, DD-22, Sector – I, Salt Lake, Kolkata – 700064. Phone No. : 033 2359 9810 to 14 Mob. No. : 9433225675 for Sl. No.1,2,3,5,6,15,18,20,21,22,23,25.	Shri S. K. Pramanick Senior Manager Phone No – 033-22891402 Mob No. : 8902499800 E-Mail : skpramanick@mstcindia.co.in	Sri Roushan Kumar, MT Phone No.033-22879638 Mob No. 7255896564 E-Mail : rkumar@mstcindia.co.in
The Dy. General Manager, West Bengal Financial Corporation, Durgapur Branch, Commercial Estate, City Centre, Durgapur – 713216. Phone No. : 0343 2545752 for Sl.No.4,8,10,13,14,19.		
The General Manager, West Bengal Financial Corporation, Siliguri Branch, Pradhan Building, 2 nd Floor, Rishi Aurobinda Road, Hakimpara, Siliguri – 734 001. Phone No. : (0353) 2435415/2435585. for Sl. No. 17.		
The Manager, West Bengal Financial Corporation, Malda Branch, 10/14, Rabindra Avenue, P.O. & Dist. Malda. Phone No.(03512) 252111 for Sl. No. 12.		

The Dy. General Manager, West Bengal Financial Corporation, Barasat Branch, 34, K.N.C. Road (Station Road), 1 st & 2 nd Floor, P.O. Barasat, Dist. 24-Pgs.(N), PIN – 700124. Phone No. : 2552 3357 for Sl. No.7,9,11,16,24.		
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Further details on the assets put on sale may be obtained by the prospective customers, who have deposited the inspection fees, from the aforesaid offices of the Corporation as also From the Asset Management Department of WBFC at its Head Office at DD-22, Sector – I, Salt Lake, Kolkata - 700 064.(Ph. No. 2359-9810 to 14).

(V)

Registration:

All those who intend to participate in this e-auction and who will fulfill the eligibility conditions as stated above shall have to register with MSTC's website www.mstcecommerce.com as a Buyer. Registration shall involve filling up an online form and submission of necessary documents and registration fees with MSTC Limited Kolkata. All documents and fees pertaining to this e-auction must be addressed to the Contact Person of MSTC as stated above. On receipt of all documents and registration fees, the bidder's registration shall be activated by MSTC and only thereafter a bidder can log into the website.

Participation in this e-Auction is not possible without a valid Registration. (VI) Use and Protection of User Id, Password : The bidders are advised to keep their User Id and Password secret and not share these with any one to prevent misuse or abuse of the same. The bidders are also advised to change their passwords regularly. MSTC/WBFC shall not be responsible for any misuse / abuse / unauthorized use of the password of any bidder and no representation in this regard from any bidder shall be entertained by MSTC/WBFC. A bid recorded in this e - auction against any password will be deemed to have been submitted by the owner of the password only.

The bidder shall have to set the parameters of his computers so that the DSC is operational. MSTC/WBFC shall not be responsible for any malfunctioning or non functioning of any bidder's computer either on account of DSC or for any other reason. Bids submitted by a bidder after signing with his/her DSC signifies non repudiation by the bidder. Thus, a bidder after submitting a bid, can not disown it. A bidder shall be fully and solely responsible for the bid recorded against his/her name to be identified by the set of User Id, Password and DSC.

(VII)

Bidding Methodology

The bidder has to visit the e-auction website viz www.mstcecommerce.com and click on the link for WBFC e-auctions. He/she has to login with his/her User Id and Password. In the next page, the bidder has to click on the link "View Live e-auctions" and click on the link with the e-auction number for this e-auction. The bidder shall be required to sign his acceptance of e-auction terms and conditions with his DSC and then only the bidder can have access to the bidding area.

The bidding for the fixed and movable assets shall be in INR only.

(VIII) **Start Price:** A start price will be provided in the auction floor. Bidders will have to bid above the start price. The start price may or may not be same as reserve price.

CAUTION IN SUBMISSION OF BID: The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint/representation will be entertained by MSTC/WBFC in this regard. Hence Bidders must be careful to check the Bid Amount/No. of Zeros /No. of Digits/Unit of Measurement etc. rectify their bid (if required) before submitting their Bid into the live e-Auction floor by clicking the 'Bid Button'. During Live Auction, only brief Lot/Item details will be shown under Lot Name on the Auction Floor where Bidders are required to bid. The complete Item Details can be seen by the Bidders by clicking on the respective Item hyperlinked under Lot Name and it shall be the responsibility of the Bidders to see the Item Details before bidding and no representation/ complaint in this regard will be entertained by MSTC / WBFC from the Bidders.

Earnest Money Deposit (EMD)

- (i) All intending Bidders have to deposit an amount equivalent to 10% of the Reserve Price towards PRE-BID EMD to participate in this e-auction.
- (ii) EMD has to be paid by way of online transfer of payment through RTGS/NEFT ON OR Before 16.12.2019 (working hours only). If the party wants to submit the EMD through RTGS then it must be routed through our website only with intimation to MSTC, ERO indicating the buyer's id and UTR No. as provided by the benefactor bank. Procedure for remitting the payment through RTGS/NEFT [Click Here for procedure of e-payment by RTGS/NEFT](#). Such EMD must reach the Contact Person of MSTC by the close of Office on the last working day before the day of e-auction.
- (iii) No interest will be payable on the EMD.
- (iv) EMD received from unsuccessful Bidders would be returned by MSTC Ltd. after completion of the bidding process.
- (v) The EMD of the Successful Bidder shall be automatically adjusted towards last installment of Price of the fixed and movable assets. In case the Bid is accepted and the bidder refuses/fails to make further payment towards the balance Price, the EMD shall be forfeited without prejudice to the

rights of WBFC to claim such further damages in this regard without further reference to the Bidder.

(X)

Forfeiture of EMD

(i) The successful bidder shall be notified by email about the acceptance of his bid against this e - auction. Hence, bidders are advised to keep their email account active and monitor the same carefully. In case of non-receipt of email, the bidder may contact MSTC. However acceptance of sale will be conveyed to the successful bidder separately by WBFC after compliance of certain formalities in this regard.

(ii) If a successful bidder fails to make payment of the approved bid amount within 30 days from the date of communicating official acceptance of the offer/bid by WBFC the EMD shall stand forfeited. No correspondence in this regard from the bidder shall be entertained by MSTC/WBFC.

(XI)

Reserve Price

(i) There is a Reserve Price for the said fixed and movable assets. Such Reserve Price will be fed in the e-auction system electronically.

(ii) In case the highest bid is above or below such reserve price for any particular fixed and movable assets lot, such bid would be given STA (Subject To Approval) Status and its acceptance / rejection would be decided by WBFC and the decision would be circulated by WBFC preferably within 35 days from the conduct of such bid or earlier, if possible.

(XII)

Payment Schedule

(a) The entire approved consideration value shall have to be paid in full within 30 days from the date of official acceptance of the offer/bid by WBFC .

(b) The Deed of Conveyance shall be executed at the cost and initiative of the successful bidder only after receipt of the sale consideration in full by WBFC preferably within 30 days from the date of such full payment by the bidder; the bidder shall have to pay a drafting charge of Rs.10,000/= and applicable GST thereon to WBFC and the bidder shall have to bear the stamp duty applicable for execution of deed conveyance.

All taxes/duties/levies, etc. and expenses, if any as applicable and related to the sale of the assets on offer shall be entirely paid by the Successful Bidder(s).

(XIII) Default in Payment by the Successful Bidder

In case the Price of the fixed and movable assets, as quoted, is not paid as per Payment Schedule given above by the Successful Bidder, the sale of the particular fixed and movable assets to the concerned Successful Bidder would stand cancelled and the Earnest Money Deposit shall be forfeited. In addition to such forfeiture of EMD, the defaulting Bidder would not be allowed to take part in any subsequent e- auctions which may be held in future on behalf of WBFC. Decision in this regard shall be taken exclusively by WBFC and shall be final and binding on the bidders.

Other Conditions:

- (i) The sale would be made strictly on 'as is where is and whatsoever there is basis' (without management) under Section 29 of the SFCs Act, 1951 (as amended upto date) and WBFC will be in no way liable for payment of any arrear/current statutory/court dues/taxes/labour dues and/or any other dues relating to the borrower(s) and/or the fixed assets under auction.
- (ii) It would be deemed that by participating in the bidding process through this e-auction method, the Bidder has made a complete and careful examination of the terms and conditions of the instant Bid, received all relevant information required for submission of the Bid either from WBFC or from his own due diligence and understood that he would have no recourse to WBFC post sale / transfer.
- (iii) By bidding in this e-auction, the Bidders confirm that they have thoroughly satisfied themselves with the nature, conditions and quality of the assets and its physical condition and that they have no complaints about the same.

- (iv) The bidder should satisfy himself by inspecting the Property and details thereof, and fully understanding the liabilities/dues against the Property thoroughly as to what is offered for Sale before submitting his bid. The liabilities, if applicable has to be borne by the purchaser including due amount payable Statutory / Govt. / Local Authorities etc.
- (v) By bidding in this e-auction, the bidders undertake to abide by these terms and conditions of e-auction and further undertake that on being declared as Successful Bidder, they will make full payment for the fixed and the movable assets and if they fail to do so they will have no objection to their EMD being fully forfeited by WBFC.
- (vi) WBFC reserves the right to cancel the tender/ e-auction at any stage prior to the signing of the Sale Deed. WBFC/MSTC shall not be liable to pay any compensation to any bidder for any loss that they may incur due to such cancellation.

(XV) Force Majeure

WBFC shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lock-out, closure, dispute with staff, dislocation of normal working conditions, War, riots, epidemics, political upheavals, Governments actions, civil commotion, breakdown of machinery, shortage of labour acts, demand or otherwise or any other cause or conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of WBFC to extend the time of performance on the part of WBFC by such period as may be necessary to enable WBFC to effect performance after the cause of delays will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

(XVI) Dispute Resolution : Only courts in Kolkata will have jurisdiction for resolving any dispute arising out of this e-auction between the Successful Bidder/other bidders and MSTC/WBFC.