

STATE BANK OF INDIA STRESSED ASSETS MANAGEMENT BRANCH COIMBATORE

Authorised Officer's Details:

Name: Shri. Ulaganathan Natarajan Mobile No: 9496362888 / 9633785596

e-mail ID: sbi.16454@sbi.co.in

Raja Plaza, First Floor No.1112, Avinashi Road **COIMBATORE 641 037** Land Line No: 0422-2245452

THE TERMS AND CONDITIONS OF SALE

<u>Properties will be sold on "AS IS WHERE IS, AS IS WHAT IS AND WHATEVER THERE IS"</u>
<u>Basis</u>

	Name and address of the Borrower	M/s. Aiswarya Silks represented by its Managing Partner, Kavalam Nagar, MC Road, Changanasserry, Kottayam, Kerala 686101			
1		Personal Guarantors: (1) Shri. Venugopalan Alwar Reddiar, (2) Shri. Balakrishnan Alwar Reddiar, (3) Shri. Kantharupan Alwar Reddiar, (4) Smt. Lakshmi Venugopal, (5) Shri. Nagendran Venugopal residing at Aiswarya Garden, Vazhapally, Changanacherry, Kottayam 686103, (6) Shri. Ayyappan Kantharupan residing at Aiswarya Nivas, Vazhapally, Changanacherry, Kottayam 686103 and (7) Shri. Balakrishnan Alwar Reddiar residing at Aiswarya Garden, Vazhapally, Changanacherry, Kottayam 686103.			
	Name and address of Branch, the secured creditor	State Bank of India, Stressed Assets Management Branch, No.1112, Raja Plaza, First Floor, Avinashi Road, Coimbatore – 641037			
3	Description of the immovable secured assets to be sold. Property No.1 (ID: SBIN200024483533) All that piece and parcel of land having an extent of 8 Are residential buildings thereon in Block No.78, Re.Sy. Vazhapally West Village, Changanacherry Taluk in the name Balakrishnan Alwar Reddiar, covered under Sale Deed It 2010 dated 27.01.2010 of Changanacherry SRO. BOUNDARIES West: Municipal Road. South: Property of Srinivasa East: Property of Ramachandran Nair, Rohini. North: Municipal Road. (Reserve Price: Rs.2,44,00,000/-)				
		Property No.2 (ID: SBIN200024453636) All that piece and parcel of land having an extent of 9.31 Ares and residential building thereon in Block No.7, Re.Sy.No.38/2 of Vazhapally West Village, Changanacherry Taluk in the name of Shri. Ayyappan Kantharupan covered under Sale Deed No.214 of 1999 dated 22.01.1999 of Changanacherry SRO and Rectification Deed No.307 of 1999 dated 01.02.1999 of Changanacherry SRO. BOUNDARIES West: Karakunnel Purayidam. South: Road. East: Property of V. Nagendran, Aiswarya. North: Property of Nagendran & Ayyappan (Reserve Price: Rs.1,86,00,000/-)			

Property No.3 (ID: SBIN200024483361)

All that piece and parcel of land having an extent of 9.31 Ares and residential building thereon in Block No.7, Re.Sy.No.38/1 of Vazhapally West Village, Changanacherry Taluk in the name of Shri. Nagendran Venugopal covered under Sale Deed No.213 of 1999 dated 22.01.1999 of Changanacherry SRO and Rectification Deed No.308 of 1999 dated 01.02.1999 of Changanacherry SRO.

BOUNDARIES

West: Property of Ayyappan, Aiswarya. South: Road. East: Road. North: Hanuman Kshethram.

(Reserve Price: Rs.1,86,00,000/-)

Property No.4 (ID: SBIN200024453365)

All that piece and parcel of land having an extent of 6.04 Ares and residential building thereon in Block No.88, Re.Sy.No.21 of Vazhapally East Village, Changanacherry Taluk in the name of Shri. Venugopalan Alwar Reddiar and Smt. Lakshmi Venugopal covered under Sale Deed No.194 of 1987 dated 21.01.1987 of Changanacherry SRO.

BOUNDARIES

West: Municipal Road; South: Municipal Road;

East: Property of Rajagopalan; North: Property of Narayana Sharma. (Reserve Price: Rs.88,00,000/-)

Property No.5 (ID: SBIN200024483129)

All that piece and parcel of land having an extent of 3.69 Ares in Block No.7, Re.Sy.No.38 of Vazhapally West Village, Changanacherry Taluk, Kottayam District, together with all improvements therein, in the name of Shri. Ayyappan Kantharupan and Shri. Nagendran Venugopal covered under Sale Deed No.215 of 1999 dated 22.01.1999 of Changanacherry SRO and Rectification Deed No.309 of 1999 dated 01.02.1999 of Changanacherry SRO.

BOUNDARIES

West: Karakunnel Purayidam.

South: Property of Nagendran and Ayyappan. East: Road and Hanuman Kshethram.

North: Jai Hanuman Temple. (Reserve Price: Rs.27,00,000/-)

Details of the encumbrances known to the secured creditor.

Nil

The secured debt for recovery of which the property is to be sold

Rs.13,57,21,460/- (Rupees Thirteen crores fifty seven lakhs twenty one thousand four hundred and sixty only) as on 29.01.2024 with future interest and costs thereon)

		Particulars	Reserve Price	Earnest Money Deposit (EMD)		
n	Deposit of earnest money	Property No.1	Rs.2,44,00,000/-	Rs.24,40,000/-		
		Property No.2	Rs.1,86,00,000/-	Rs.18,60,000/-		
		Property No.3	Rs.1,86,00,000/-	Rs.18,60,000/-		
		Property No.4	Rs.88,00,000/-	Rs.8,80,000/-		
		Property No.5	Rs.27,00,000/-	Rs.2,70,000/-		
		(EMD - Being the 10% of the reserve price shall be deposited through NEFT to credit of MSTC E-WALLET (Refer Point No.13-b).)				
	Reserve price of the immovable secured	Particulars	Reserve Price	Earnest Money Deposit (EMD)		
	assets:	Property No.1	Rs.2,44,00,000/-	Rs.24,40,000/-		
		Property No.2	Rs.1,86,00,000/-	Rs.18,60,000/-		
		Property No.3	Rs.1,86,00,000/-	Rs.18,60,000/-		
		Property No.4	Rs.88,00,000/-	Rs.8,80,000/-		
		Property No.5	Rs.27,00,000/-	Rs.2,70,000/-		
	Bank account in		ul bid, the remaining part			
17	which EMD to be	should be paid through RTGS / NEFT / NET BANKING / FUND TRANSFER to the A/c No.: 33112183302 IFSC: SBIN0030462				
	remitted.	Bank: State Bank of India Address: NRI Branch, Avinashi Road, Coimbatore.				
	Last Date and Time	Interested bidder n	nay deposit Pre-Bid EMD	with MSTC before the		
	within which EMD to	close of e-Auction. (Credit of Pre-bid EMD sha	all be given to the bidder		
	be remitted:	only after receipt of payment in MSTC's Bank account and				
		updation 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 amour					
	advance to avoid any last minute problem. 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 office by the Authorized Officer failing which the carriest manager.				
	- :					
8	Time and manner of	deposited by the bidder shall be forfeited. The Balance 75 % of the sale price is payable on or before the 15 th day of confirmation of sale of the secured asset or such extended period as may be agreed upon				
	payment					
	in writing between the Secured Creditor and the e-Auction pur					
		not exceeding three	months from the date of	e-Auction.		
	Time and place of					
	public e-Auction or					
9	time after which					
	sale by any other mode shall be					
	completed.					
	The auction will be conducted online only, through the web portal					
10	https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp.					
	For detailed terms and conditions of the E-auction sale, steps to be followed by the bidder for					
	registering with e-auction portal and for E-Auction tender document containing online e-					
	auction bid form, Declaration etc, please refer to the link provided in https://ibapi.in &					
	https://bank.sbi					
11	i) Bid increment	Property No:1 to 5 -	Rs.1,00,000/-			
	amount:					
	ii) Auto extension:	Unlimited				
	times.					
	(limited /unlimited)	IND				
	iii) Bid currency & unit of	INR				
	unit of measurement					
	measurement					

Date and Time during which inspection of the immovable secured assets to be sold

immovable secured Date: 20.03.2023 Time: 11:00 AM to 04:00 PM

assets to be sold and intending bidders should satisfy themselves about the assets and their specification.

Contact person with Name: Mr. Ulaganathan Natarajan Mobile No:9496362888 mobile number Mr. Sarath Chandran PR Mobile No.9633785596

Other conditions

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- (a) Intending bidders shall hold a valid e-mail address and mobile number. Intending bidders shall register with the e-auction portal to create their user ids and passwords. Registration is one time activity and a bidder can participate in any number of e-auctions with one registration only. Registration involves a process of the bidder filling up an online form and then submitting KYC Documents.
- (b) Steps to be followed by the bidder for registering with e-auction portal.

STEP 1 – Bidder/purchaser registration: Bidder to register on e-auction portal www.mstcecommerce.com (\rightarrow Click "e-Auction" \rightarrow Click "Property" \rightarrow Click "eBkray auctions") using mobile number and email ID.

STEP 2 –KYC Verification: Bidder to upload requisite KYC Documents. KYC Documents shall be verified by e-auction service provider (may take 2 working days).

STEP 3 – Transfer of EMD amount to bidder's global EMD wallet: Online/Off-line transfer of fund using NEFT/Transfer, using challan generated on e-auction portal.

NOTE: Step 1 to 3 should be completed by bidder well in advance, before e-auction date. The registration process takes minimum of two to three working days.

Contact details of MSTC - Shri.Ritesh Nath rnath@mstcindia.co.in 9668551395 & Shri Rakesh Ranjan rranjan@mstcindia.co.in 9911700233.

- (c) 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 e-Auction, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of e-Auction.
- (d) In case of unsuccessful/failed bid, the bidder has to give request for refund of EMD in the MSTC website between 7 am to 1pm and it will be refunded in next two working days. Please note that the bidders will not be entitled to claim any interest, cost, expenses and any other charges.
- (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.
- (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 correspondence 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. 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 e-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 it may be subsequently sold.
- (p) The successful bidder shall bear all the necessary expenses like applicable GST, stamp duties / additional stamp duty / transfer charges, Registration expenses, fees etc. for transfer of the property in his/her name.
- (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) 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.
- (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.
- (t) The sale will attract the provision of Sec 194-IA of the Income Tax Act.

14 Details of pending litigation, if any, in respect of property to be sold: Nil.

Date: 29.02.2024 Sd/Place: Coimbatore Authorised Officer