

The South Indian Bank Ltd,
 Regional Office-Madurai
 First Floor YMCA Building,
 Oppo Astoria Hotels,
 70 feet Road,
 Ellis Nagar, Madurai,
 Tamil Nadu. Pin : 625016.
Ro1015@sib.co.in,
 Ph : 0452-2300205

Ref: RO/SAR/SN/80/2024-25

Date:31.08.2024

E - AUCTION SALE NOTICE

E-Auction Sale Notice for Sale of Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with proviso to Rule 8(6) and 9(1) of the Security Interest (Enforcement) Rules, 2002.

WHEREAS, the Authorised Officer of the Bank had issued Demand Notice dated 21.05.2022, calling upon 1)M/s. E K S Spinners Private Limited, 2/120, Post Box No. 7, Renganathapuram Street, Dhalavaipuram, Rajapalayam, Virudhunagar, Tamilnadu-626188 2)Mr. K S Ramesh, No. 598, Kamaraj Nagar, Dhalavaipuram, Rajapalayam, Tamilnadu – 626188, 3)Mrs. R Amutha, No. 598, Kamaraj Nagar, Dhalavaipuram, Rajapalayam, Tamilnadu-626188, 4)Mr. K S Anbalagan, No. 36C, Pambalamman Kovil Theru, Chettiyarpatti, Ayyankollankondan, Rajapalayam, Tamilnadu – 626122 5) Mrs. A Meena, No. 36C, Pambalamman Kovil Theru, Chettiyarpatti, Ayyankollankondan, Rajapalayam, Tamilnadu-626122 6)Mr. K S Senthilkumar, No. 1/602, Kamaraj Nagar, Dhalavaipuram, Rajapalayam, Tamilnadu – 626188 7)Mrs. S Muthulakshmi, No. 1/602, Kamaraj Nagar, Dhalavaipuram, Rajapalayam, Tamil Nadu-626188 8)Mr. K S Selvaraj, No. 1/656, Kamaraj Nagar, Dhalavaipuram, Rajapalayam, Tamilnadu – 626188 & 9) Mrs. S. Varalakshmi, No. 1/656, Kamaraj Nagar, Dhalavaipuram, Rajapalayam, Tamilnadu – 626188 as borrower(s)/guarantor(s) under section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as ‘The Act’) and has taken physical possession of the immovable property/ies, more fully described in the schedule hereunder under Section 13(4) of the Act read with Rule 8 of the Security Interest (Enforcement) Rules, 2002.

AND WHEREAS, the borrower/guarantor have failed to pay the amount, Notice is hereby given to the public in general and in particular to the Borrower(s) and Guarantor(s) that the immovable property/ies mortgaged to the Secured Creditor more fully described in the Schedule hereunder will be sold on “as is where is” basis, “as is what is” and “whatever there is” condition, on the date and at the place mentioned herein below for realization of a sum of Rs.11,69,30,027.48 (Rupees Eleven Crore Sixty Nine Lakh Thirty Thousand Twenty Seven and Paise Forty Eight only) as on 30.08.2024, with future interest, costs and expenses etc. thereon in the account/s of M/s.E K S Spinners Private Limited with Rajapalayam Branch of the Bank, subject to the following terms and conditions: -

Name of Property Owner	Item No:1- Mr.K.S. Ramesh Item No:2- M/s.E K S Spinners Private Limited Item No:3- Mr.K S Ramesh
Description of property	<u>Item No:1</u> All that part and parcel of land admeasuring 5567.50 Sq.ft along with industrial building thereon bearing Door No. 120, 120R, 120B8, 120B10 in Ward No. 2 of Dhalavaipuram Panchayat admeasuring 3340.12 Sq. ft. (approx) along with all other

For The South Indian Bank Ltd.,

The South Indian Bank Ltd., Regd. Office: Thrissur, Kerala
 Head Office: S.I.B House, T.B Road, P.B No: 28, Thrissur - 680001, Kerala
 (Tel) 0487-2420 020, (Fax) 91 487-244 2021 e-mail : sibcorporate@sib.co.in,
 CIN : L65191KL 1929PLC001017, Toll Free (India) 1800-102-9408, 1800-425-1809 (BSNL)
www.southindianbank.com

Authorised Officer

constructions, improvements, easementary rights existing and appurtenant thereon situated in S No. 331/1, now new as per sub division S No. 331/1A, S No. 333/2, now new S No. 333/2A within Chettiyarpatti Village, Rajapalayam Taluk, Virudhunagar District and owned by Mr. K S Ramesh, morefully described in Partition Deed No. 2315/2006 dated 30-11-2006 & Rectification Deed No. 1526/2013 dated 30-05-2013 both of Sub Registrar Office – Seithur and bounded on

North: East West common pathway,
South: K S Senthilkumar partition building,
East: 2nd Schedule building and North South common wall ,
West: North South street

Item No:2

All that part and parcel of land admeasuring 393 Cents (i.e. 101+86+6+58+142 Cents) along with industrial building thereon bearing Door No. 719, 918, 919, 920, 1334 in Kalangaperi Panchayat admeasuring 45137.70 Sq. ft. (approx) along with all other constructions, improvements, easementary rights existing and appurtenant thereon situated as (i) 101 Cents in S No. 51/3, (ii) 86 Cents in S No. 51/2 and 2/5th right in the well, etc in S No. 50/2, (iii) 6 Cents on the southern side out of 6.61 Acres in S No. 53, (iv) 58 Cents in this north out of 95 Cents in S No. 52 & (v) 142 Cents on the north out of 6.61 Acres in S No. 53 within Arasiyarpatti Village, Rajapalayam Taluk, Virudhunagar District and owned by M/s. E K S Spinners Private Limited, morefully described in Sale Deed No. 1246/1997 dated 17-11-1997 & Sale Deed No. 291/1995 dated 20-03-1995 both of Sub Registrar Office – Keelarajakularaman and bounded on

(i) Boundaries of 101 Cents property
North: Wet land of Gurusamy Naicker etc
South: Land of M/s. E K S Spinners Private Limited
East: 2nd Schedule property in Sale Deed No.1246/1997
West: Road

(ii) Boundaries of 86 Cents property
North: Wet land of Gurusamy Naicker etc and Dry land of Guruvaiah Nadar
South: Lands of M/s. E K S Spinners Private Limited and Kaniappa Nadar
East: Dry land of Guruvaiah Nadar
West: 1st Schedule property in Sale Deed No.1246/1997

	<p>(iii) Boundaries of 6 Cents property North: 1st Schedule property in Sale Deed No.1246/1997 South: Land of M/s. E K S Spinners Private Limited East: 1st Schedule property in Sale Deed No.1246/1997 West: Road</p> <p>(iv) Boundaries of 58 Cents property North: Krishnama Raja Land South: Krishnama Raja, Ganesan Raja land East: 2nd Schedule property in Sale Deed No. 291/1995 West: 2nd Schedule property in Sale Deed No. 291/1995</p> <p>(v) Boundaries of 142 Cents property North: Krishnama Raja Land South: Krishnama Raja, Ganesan Raja land East: Kaniappa Nadar and Others land West: Mangammal Salai</p> <p><u>Item No:3</u></p> <p>All that part and parcel of land admeasuring 4640 Sq.ft along with residential building thereon bearing Door No. 120B in Ward No. 2 of Dhalavaipuram Panchayat admeasuring 2156.01 Sq. ft. (approx) along with all other constructions, improvements, easementary rights existing and appurtenant thereon situated in S No. 331/1, now new as per sub division S No. 331/1A, S No. 333/2, now new S No. 333/2A, S No. 332/1, now new S No. 332/1P within Chettiyarpatti Village, Rajapalayam Taluk, Virudhunagar District and owned by Mr. K S Ramesh, morefully described in Partition Deed No. 2315/2006 dated 30-11-2006 & Rectification Deed No. 1526/2013 dated 30-05-2013 both of Sub Registrar Office – Seithur and bounded on</p> <p>North: East West common pathway, South: Ramasundara Nadar East West street, East: common pathway, West: 1st Schedule North South common wall</p>
Nature of possession	<p>Item No:1-Physical Item No:2-Physical Item No:3-Physical</p>
Reserve Price	<p>Item No:1-Rs.91,39,000/- (Rupees Ninety One Lakhs Thirty Nine Thousand Only). Item No:2-Rs.4,54,27,000/- (Rupees Four Crore Fifty Four Lakh Twenty Seven Thousand Only).</p>

	Item No:3-Rs.96,97,000/- (Rupees Ninety Six Lakh Ninety Seven Thousand Only)
Earnest Money Deposit (EMD)	Item No:1-Rs.9,13,900/- (Rupees Nine Lakh Thirteen Thousand Nine Hundred Only). Item No:2-Rs.45,42,700/- (Rupees Forty Five Lakh Forty Two Thousand Seven Hundred Only) Item No:3-Rs.9,69,700/- (Rupees Nine Lakh Sixty Nine Thousand Seven Hundred Only)
Mode of submission of EMD/ Sale amount	All amounts payable regarding EMD and sale shall be paid by way of Demand Draft drawn in favour of "The Authorised Officer, The South Indian Bank Ltd." payable at Madurai or through RTGS to Account No:0044073000002184 held by "The Authorised Officer" in The South Indian Bank Ltd, Branch Madurai Main (IFSC Code: SIBL0000044)
Last date and time for submission of Bid along with EMD	On or before 25.09.2024 by 04.00 PM
Property Inspection	From 11.00 AM to 04.00 PM on working days with prior appointment
Bid incremental amount	Rs.50,000/-
Date and time of E-auction	26.09.2024 from 02.00 PM to 03.00 PM (with 5 minute unlimited auto extensions till sale is concluded)
E-auction service provider	M/s.4 Closure, Contact Person Mr.Dinesh (Mobile No:8142000735) Email Id: info@bankauctions.in and Website : https://bankauctions.in .

TERMS AND CONDITIONS OF SALE

- 1) The secured asset will be sold by e-auction through Bank's approved service provider i.e. M/s.4 Closure who are assisting the Authorised Officer in conducting the online auction.
- 2) The intending purchasers shall submit the EMD amount mentioned hereinabove via Demand Draft in favour of "The Authorised Officer, The South Indian Bank Ltd." payable at Madurai at the address mentioned above or through RTGS to Account No: 0044073000002184 held by "The Authorised Officer" in The South Indian Bank Ltd, Branch Madurai Main (IFSC Code: SIBL0000044) latest by 25.09.2024 by 04.00 PM /on or before 25.09.2024.
- 3) The intending purchaser shall submit duly filled in bid form in original (format available with Authorised officer and in website <https://bankauctions.in>) along with self-attested copies of Proof of identification/Address proof (KYC) to the Authorised officer and should carry the original for verification. Bids submitted otherwise than in the format prescribed shall not be eligible for consideration and will be liable for rejection.

For The South Indian Bank Ltd.,

Authorised Officer

- 4) In case of joint bidders, an authorization letter signed by all the bidders authorizing a bidder (one among them who is holding a valid ID) is to be submitted along with bid form. In case the bidder is a corporate/Partnership firm, a copy of the resolution passed by the Board of Directors/Partners authorizing the actual bidder, who is holding a valid ID, needs to be submitted along with the bid form.
- 5) Bidders should have active mobile number and valid e-mail address for participating in E-Auction and register their names at the e-auction portal and get User ID and Password free of cost from E-auction service provider whereupon they would be allowed to participate in the online-E-auction.
- 6) Please note that interested purchasers shall be permitted to participate and bid in the e-auction only if EMD amount has been received by the Bank along with the documents and in the manner mentioned in point 3 hereinabove.
- 7) Eligible Bidders who have duly complied with the above requirements in point no.2,3 & 4 hereinabove will be provided with User ID and Password through Bank's approved service provider for participating in e-auction portal.
- 8) After the submission of EMD, the bidders shall not be allowed to withdraw the Bid forms/EMD. The amount of EMD paid by interested bidders shall not carry any interest.
- 9) Online bidding will commence from Reserve price or from the highest bid quoted whichever is higher.
- 10) 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.
- 11) 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.
- 12) Decision of the Authorised Officer regarding declaration of successful bidder shall be final and binding on all the bidders.
- 13) The Authorised Officer shall be at liberty to cancel the e-Auction process at any time, before declaring the successful bidder, without assigning any reason.
- 14) The bid submitted without the EMD shall be summarily rejected. The property shall not be sold below the reserve price.
- 15) 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.
- 16) 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.
- 17) 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.
- 18) 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 to sale once again on any date and at such time as may be decided by the Bank.

- 19) The property will be sold on “as is where is” basis, “as is what is” and “whatever there is” condition and the Bank is not responsible for title, condition or any other fact affecting the property.
- 20) It is the responsibility of the Bidders to inspect and satisfy themselves about the Secured Asset, including its specifications, the legality of the title deeds and other documents pertaining to the said Secured Asset before participating in the” E-auction” and The South Indian Bank Ltd will not liable for any issues pertaining to the Secured Asset after the completion of the E-auction.
- 21) The Successful bidder shall pay 25 % (including EMD of 10%) of the bid amount immediately on the same day or not later than next working day, as the case may be, on confirmation of Sale in his/her favour. Balance 75% of bid amount shall be paid to the Authorised Officer within 15 days of the sale, failing which the entire deposit made by the Bidder towards earnest money deposit and/or other such amounts shall be forfeited without any notice by the Authorized officer and the sale will be cancelled and the property will be brought to sale again. However, in desirable cases the time may be extended at the sole discretion of the Authorised Officer.
- 22) On the sale being confirmed and on receipt of the entire sale proceeds by the Authorised Officer, the successful bidder will be issued with a Sale Certificate as per the terms and conditions of the Bank and the SARFAESI Act. 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.
- 23) The successful bidder should pay all the existing dues etc., to the Government/ Local Authorities and 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.
- 24) The South Indian Bank Ltd is not liable to pay any interest/ refund EMD or any such amounts in case of any delay in issue of confirmation of sale/ Sale Certificate by virtue of any Court Order received after e-auction is complete or any other reasons whatsoever.
- 25) The Authorised Officer or Bank will not be held responsible for any charge, lien, encumbrance, property tax or any dues to the Government or anybody in respect of the properties under sale.
- 26) The successful bidder shall pay all Taxes/ Electricity/ Water/ Sewerage Charges or any other charges demanded by any authority after the acceptance of the bid, even if it pertains to previous periods.
- 27) Bidder shall ensure payment of TDS on sale in compliance with provision of Income Tax Act as applicable and necessary proof of the same to be submitted to Authorised Officer before issuance of Sale Certificate.
- 28) The Successful bidder shall, at his/her cost, get the Electricity/ Water/ Sewerage connection etc. and any other common services transferred in his name.

For The South Indian Bank Ltd.,

Authorised Officer

- 29) The Authorised Officer has obtained EC/ search report regarding the property from 01-01-1987 to 01-12-2022 for Item No:1, from 01.11.2019 to 08.05.2023 for Item No:2 & from 01.01.2019 to 01.05.2024 for Item No:3 and it contains no encumbrance.
- 30) For any further information and for inspection of property, the intended bidders may contact the Authorised Officer or The South Indian Bank Ltd., Branch Rajapalayam during working hours or may contact mobile No:9894647220/8075045551 at the South Indian Bank Ltd, Regional Office, Madurai.

For detailed terms and conditions of the sale, please refer to the link provided in www.southindianbank.com and <https://bankauctions.in>

For The South Indian Bank Ltd.,

Authorised Officer
**AUTHORISED OFFICER
(CHIEF MANAGER)**

Date: Madurai
Place: 31.08.2024