

THE TERMS AND CONDITIONS OF SALE

Properties 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. C.B.C. FASHIONS (ASIA) PVT. LTD., a Private Limited Company, having its Registered Office at no.11, C.B.C. Building, M.R.Nagar, Dharapuram Road,Tirupur-641 608.
2	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 – 641 037.
3	Description of the immovable secured assets to be sold.	<p><u>Property 1:</u></p> <p>In Tirupur Registration District, Tirupur Joint I Sub Registration District, Tirupur Taluk, Muthanampalayam village in G.S.No.373 lands measuring 3.675 hectare or 9.08 acres @ Rs.7.37 in this lands measuring 2.27 acres @ Rs.1.84 in this lands measuring 0.2875 acres is situated within the following boundaries;</p> <p>North to lands in G.S.No.365,</p> <p>East to lands owned by Muthusamy gounder,</p> <p>West to South-North common pathway,</p> <p>South to lands owned by Kamalam and Dhanaasekar</p> <p>Amidst this lands measuring 0.2875 acres @ Rs.0.23 with regular pathway rights and rights to use the mamool rights to reach the property.</p> <p>North to G.S.No.365,</p> <p>East to Property of Palanisamy</p> <p>West to Property of K.Arumugam Property Ac.0.58 ¾ lands</p> <p>South to Subbaiyan lands</p> <p>Amidst this lands measuring 0.23 ¼ acres @ Rs.0.19 south north cartway 1/3 part in common 0.07 ¾ acres @ Rs.0.06 half rights with regular pathway rights and rights to use the mamool rights to reach the property. (detailed description as per Document No.4482/2002).</p> <p>Belonging to Shri. R Vijayakumar. (Building plan not available).</p> <p>Symbolic possession of the property held by bank. CJM order for taking physical possession is with bank but bank will not be held responsible for any delay in handing over the possession.</p>



Property 2:

In Tirupur Registration District, Nallur Sub Registration District, in Tirupur Taluk, in Nallur Village, S.F.No.708 an extent of 5.38 acres assessed at Rs.3.00 in this on the northern part on the centre eastern side an extent of 0.25 acre(25 cents) (0.10.00 hectares) situated within the following boundaries;-

East of the property belonged to R Vijaya Kumar,

West of S.F.No.707/B,

North of 30 feet breadth east west cart tract and S.F.No.707/B,

South of the lands in village No.18 of Tirupur

And the right to use the east west south north roads in the same S.F No.708 and the roads in S.F.No.s 503/1 and 505/2 and other mamool rights to reach the property.(detailed description as per Document No.42/2004).

Belonging to Shri. R Dhanaasekar.

Physical possession of the property held by bank.

Property 3:

Item -A;

Item No.(i)

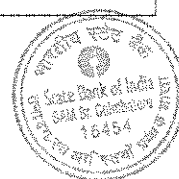
In Tirupur Registration District, Thottipalayam Sub Registration District in Tirupur Taluk, in Thonkottipalayam Village, S.F.No.523/1 acres 0.65-1/4, S.F.No.523/2 Ac. 0.05, S.F.No.523/3 Ac. 0.29-1/2 thus making a total extent of Ac. 0.99-3/4 in this the northern portion measuring Ac. 0.72 situated within following boundaries:-East of Hariharan's property, West of S.F.No.523/1,North of properties of Vijayakumar and Dhanasekar, South of S.F.No.532.

Item No.(ii)

In the same village, S.F.No.531/1 Ac.2.60, S.F.No.531/2 Ac.0.05, S.F.No.531/3 Ac.1.04, S.F.No.531/4 Ac.0.69. Thus making a total extent of Ac.4.38. In this a specific extent of Ac.3.40 situated within following boundaries:-East of S.F.No.523/1 & 3, West of S.F.No.530 & 531/2, North of properties of Vijayakumar and Dhanaasekar, South of S.F.No.532.

Both the items put together cover a total extent of acres 4.12 (0.1.66 hectares) with well and electric motor pump set therein. (detailed description as per document No.49/2006) with mamool pathway rights in SF No.535/3,4, SF No.523/1,2,3 with south north pathway rights.

Belonging to Shri.T.R.Vijayakumar and Shri.R.Dhanaasekar



Item-B:**Item No.(i)**

In Tirupur Registration District, Thottipalayam Sub Registration District in Tirupur Taluk, in Thonguttipalayam Village, G.S.No.523 as per present sub division in G.S.No.523/2, 3 & 4 lands measuring 1.42 acre in this the southern portion measuring a specific extent of Ac.0.70 situated within following boundaries:-East of lands owned by Hariharan in G.S.No.535/2, 3 & 4, West of lands in G.S.No.531/1, 3 & 524,North of East- west lane,South of Land in G.S.No.532 in this, lands measuring 0.70 acre of land.

Item No.(ii)

In the said village, G.S.No.524 lands measuring 4.16 acres or 1.685 hectare @ Rs.5.70 the well and 7-1/2 HP electric motor pumpset therein E.B. service connection No.39

Item No.(iii)

In the said village, G.S.No.525 lands measuring 0.71 acre or 0.285 hectare @ Rs.0.97 of vacant land.

Item No.(iv)

In the said village, G.S.No.526/1 lands measuring 0.40 acre or 0.160 hectare of vacant land.

Item No.(v)

In G.S.No.531 lands measuring 4.38 acre @ Rs.6.00 in this one part of lands measuring 0.98 acre bounded as follows:-East of lands in G.S.No.523/1, 3 & 4,West of north-south lane,North of lands in G.S.No.524,South of Land in G.S.No.531/3&4 With well and motor pumpset therein.The present sub division are G.S.No.531/3 & 4.

Thus the total extent of item No.(i) to (v) are 6.95 acre or 0.281 hectare of land along with mamool pathway rights and all easements rights etc., (detailed description as per document No.1813/2005).

Belonging to Shri.T.R.Vijayakumar and Shri.R.Dhanaasekar.

Total extent of Property No.3 is 11.07 acres.

Physical possession of the property held by bank.

Item A and B in Property No.3 will be sold as a single lot only.

Property 4:

In Tirupur Registration District, Tirupur Joint II Sub-Registration District, Palladam Taluk, Now Tirupur South Taluk, Tirupur Municipal Town, Ward No.28, Dharapuram Road Area, Tirupur Village in G.S.No. 262 lands measuring 9.32 acres in G.S.No.263/1 lands measuring 1.64 acres, in G.S.No.263/2 lands measuring 2.28 acres total extent of 13.24 acres lands were developed into a layout of house sites and in this, land bearing site Nos.78 and 79, lands measuring 4800 sq ft situated within the following boundaries:-

East to land in site No.77,



South to lands in site Nos.58 & 59,

West to Site No.80,

North to 30 ft wide layout road.

Amidst this, East-West 80 ft on both sides, North-South 60 ft on both sides The lands measuring 4800 sq ft (or) 445.92 sq.mtrs of land and along with regular pathway rights and all easements and rights etc., and right to use East-West North-South Road. The above said property within the limits of Tirupur City Municipal Corporation (Document No.1749/1985).

Belonging to Smt.Khamalam R (Building plan not available).

Symbolic possession of the property held by bank. CJM order for taking physical possession is with bank but bank will not be held responsible for any delay in handing over the possession.

Property 5:

In Tirupur Registration District, Tirupur Joint II Sub-Registration District, Palladam Taluk, Now Tirupur South Taluk, Tirupur Municipal Town, Ward No.28, Dharapuram Road Area, Tirupur Village in G.S.No. 262 lands measuring 9.32 acres in G.S.No.263/1 lands measuring 1.64 acres, in G.S.No.263/2 lands measuring 2.28 acres total extent of 13.24 acres lands were developed into a layout of house sites and in this, land bearing site Nos.80 and 81, lands measuring 4800 sq ft situated within the following boundaries:-

East to land in site No.79,

South to lands in site Nos.57 & 56,

West to 30ft wide layout road,

North to 30 ft wide layout road.

Amidst this, East-West 80 ft on both sides, North-South 60 ft on both sides thus making the above extent of 4800 sq ft (or) 445.92 sq.mtrs of land and along with regular pathway rights and all easements and rights etc., and right to use East-West North-South Road. The above said property within the limits of Tirupur City Municipal Corporation. (Document No.1748/1985).

Belonging to Shri. M Rangasamy. (Building plan not available).

Symbolic possession of the property held by bank. CJM order for taking physical possession is with bank but bank will not be held responsible for any delay in handing over the possession.



4	Details of the encumbrances known to the secured creditor.	<p>1. There is an encumbrance of attachment made by the EPFO Authority, Tirupur over the properties no.1,2 and 3 for an amount of Rs.2,75,10,981/- defaulted by the borrower M/s.CBC Fashions (Asia) Pvt Ltd. The said attachment shall not be binding on the bank on the ground of PRIORITY conferred on the secured creditors under Section 26E of SARFAESI Act, 2002 and Section 31B of the Recovery of Debts and Bankruptcy Act, 1993 over the dues of others.</p> <p>2. In the property no.4 and 5, HR & CE Dept, Govt. of Tamilnadu has issued notification mentioning the survey nos. G S No.262,263,263/1 and 263/2 are temple lands vide notification dated 22.11.2014. However, bank will be challenging the attachment order issued on the property.</p>
5	The secured debt for recovery of which the property is to be sold	Rs. 63,37,03,053.00 (Rupees Sixty-Three Crores Thirty Seven Lakhs Three Thousand Fifty Three Only)
6	Deposit of earnest money	<p>Property :1 Rs.35,60,000/- (Rupees Thirty Five Lakhs Sixty Thousand Only)</p> <p>Property :2 Rs.24,70,000/- (Rupees Twenty Four Lakhs Seventy Thousand Only)</p> <p>Property 3: Rs.82,20,000/- (Rupees Eighty Two Lakhs Twenty Thousand Only)</p> <p>Property 4: Rs.29,50,000/- (Rupees Twenty Nine Lakhs Fifty Thousand Only)</p> <p>Property 5: Rs.25,40,000/- (Rupees Twenty Five Lakhs Forty Thousand Only)</p> <p>Being the 10% of Reserve price to be remitted to M/s.PSB Alliance, e-Auction Portal https://baanknet.com (Refer Point No.13-b).</p>
7	Reserve price of the immovable secured assets: Bank account in which the payment to be remitted.	<p>Property 1:Rs.3,56,00,000/- (Rupees Three Crores Fifty Six Lakhs Only)</p> <p>Property 2: Rs.2,47,00,000/- (Rupees Two Crores Forty Seven Lakhs Only)</p> <p>Property 3: Rs.8,22,00,000/- (Rupees Eight Crores Twenty Two Lakhs Only)</p> <p>Property 4: Rs.2,95,00,000/- (Rupees Two Crores Ninety Five Lakhs Only)</p> <p>Property 5: Rs.2,54,00,000/- (Rupees Two Crores Fifty Four Lakhs Only)</p>



		In case of successful bid, the remaining part of successful bid amount should be paid through RTGS/NEFT/NET BANKING/ FUND TRANSFER to the A/c No.: 33112183302 IFSC: SBIN0030462 Bank : State Bank of India Address: NRI Branch, Avinashi Road, Coimbatore
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 15 th 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 e-Auction purchaser not exceeding three months from the date of e-Auction.
9	Time and place of public e-Auction or time after which sale by any other mode shall be completed.	11:00 AM to 04:00 PM Online Date: 14.05.2025
10	The e-Auction will be conducted through the Bank's approved service provider M/s. PSB Alliance at the portal https://baanknet.com The sale notice containing the terms and conditions of sale is uploaded in the Bank's websites https://sbi.co.in/web/sib-in-the-news/auction-notice/sarfaesi-and-others and https://baanknet.com . The steps to be followed by the bidder for registration with e-auction portal and for e-Auction tender documents containing online e-auction bid form, Declaration etc. are available in the website of the service provider as mentioned above.	
11	(i) Bid increment amount: (ii) Auto extension: _____ times. (limited / unlimited) (iii) Bid currency & unit of measurement	Property No.1 to 5 - Rs. 5,00,000/- Unlimited 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.	Date: 25.04.2025 Time: 11:00 AM to 04:00 PM
	Contact person with mobile number	Name: N. Ulaganathan Mobile No. 87789 54002, 86106 17504
13	Other conditions	



- (a) Bidders shall hold a valid digital signature certificate issued by competent authority and valid KYC and email. Email ID is absolutely necessary for the intending bidder as all relevant information and allotment of ID and password by M/s. PSB Alliance may be conveyed through email.
- (b) The intending bidder have to get themselves registered on M/s. PSB Alliance, e-auction portal <https://baanknet.com> (Toll free No: +91 8291220220, Email ID: support.BAANKNET@psballiance.com) for participating in the e-auction process and the bidders shall register with the e-auction portal well in advance, as the registration process takes minimum of three working days 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.
- (c) The intending bidder shall submit the EMD through M/s. PSB Alliance. Note: Interested bidders may deposit Pre-Bid EMD with M/s. PSB Alliance one day before the e-Auction. Credit of Pre-Bid EMD shall be given to the bidder only after receipt of payment in PSB Alliance's Bank Account and updating of such information in the e-auction website. This may take some time as per the banking process and hence bidders, in their own interest are advised to submit the EMD amount well in advance to avoid any last minute problem.
- (d) 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.
- (e) In case of unsuccessful/failed bid, the bidder has to give request for refund of EMD in the M/s. PSB Alliance website and it will be refunded in next three working days. Please note that the bidders will not be entitled to claim any interest, cost, expenses and any other charges.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) 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.
- (j) Decision of the Authorised Officer regarding declaration of successful bidder shall be final and binding on all the bidders.
- (k) 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.
- (l) The bid submitted without the EMD shall be summarily rejected. The property shall not be sold below the reserve price.
- (m) 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 may it be subsequently sold.

(p) The successful bidder shall bear all the necessary expenses like applicable stamp duties / additional stamp duty / transfer charges, Registration expenses, fees, GST etc. for transfer of the property in his/her name.

(q) 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.

(r) The bidders are advised to in their own interest to satisfy themselves with the title and correctness of other details pertaining to the immovable 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 the Authorised Officer to withdraw his bid, either on the ground of discrepancy in size / area, defect in title, encumbrances or any other ground whatsoever.

(s) 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.

(t) 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.

(u) 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 proposed to be sold	1. SA No.992/2022, 996/2022 and 51/2023 is pending with Hon'ble DRT, Coimbatore. 2. WP No.1694/2024 pending with Hon'ble Madras High Court.
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महाराष्ट्र स्टेट बँक For State Bank of India

Authorised Officer & Assistant General Manager

ASSISTANT GENERAL MANAGER &
Stressed Assets Management B, Coimbatore
AUTHORISED OFFICER

Date: 20.03.2025

Place: Coimbatore

