

<u>E-AUCTION NOTICE</u> <u>PUBLIC NOTICE FOR SALE OF IMMOVABLE/MOVABLE PROPERTIES UNDER</u> SARFAESI ACT, 2002

In exercise of powers conferred under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and Security Interest (Enforcement) Rules, 2002 and pursuant to the possession of secured assets of the borrower taken by Authorised Officer for recovery of the secured debts dues to The Karur Vysya Bank Ltd, **Srivilliputtur Branch**, amounting to **Rs 12,06,066.98/- (Rupees Twelve Lakhs Six Thousand and Sixty Six and Paisa Ninety Eight Only)** with further interest and expenses thereon from the borrowers

Mr.J.Amsanarayanan S/o Mr.Jayabal

2. Mrs.A.Thanushya

W/o Mr.J.Amsanarayanan No.1 & 2 residing at No.28, Sastha Nagar, Bharathi Main Road, Kumarapalayam, Selvapuram, Coimbatore – 641 026.

Also at No.12/90, Achanthavil Post Nachiyarpatti, Srivilliputhur – 626 125 **Joint Borrowers**

Details of Loan outstanding

SI. No.	Name of the Borrowers	Facility	A/c.No.	Balance Outstanding as on
1.	Mr.J.Amsanarayanan	Mortgage Loan Overdraft	1804.226.18	Rs. 3,82,959.55 plus interest runs from 01/06/2024
2.	Mr.J.Amsanarayanan	Happy Home Loan	1804.753.220	Rs. 8,23,107.43 plus interest runs from 02/06/2024
			TOTAL	Rs. 12,06,066.98

Whereas the undersigned has decided to put up for E-auction of the immovable properties offers are invited by way of E-Tender for purchase of the following assets on "AS IS WHERE IS", "AS IS WHAT IS", AND "WHATEVER THERE IS" basis.

Description of the Immovable Property

All that piece and parcel of land residential building comprised in items 1 to 5 as under

Item No.1:

In Coimbatore registration District, Joint II Sub Registration District, Coimbatore Taluk, No.29, Kumarapalayam village, as per Patta No.87 lands in S.F.Nos.163, 164/2 and 177/2 with an extent of 492 Sq.Ft., or 1 cents 56 Sq.Ft., bounded on the

Boundaries	Measuring	
East by : Other lands belonged to S.M.	East West on the North splay - 21 feet	
Abdhul Kaffer	East West on the South - 16 feet	
West by : Lands belonged to Arumugam	North South on the East - 38 feet	
South by: 4 feet wide east west pathway	North South on the West - 23 ½ feet	
North by : Lands in S.F.No.177/1		
In this area admeasuring an extent of 492 S.Ft., or 1 cents 56 Sq.Ft., of land		



Item No.2

In Coimbatore registration District, Joint II Sub-Registration district, Coimbatore South Taluk, Kumarapalayam Village, Lands in S.F.Nos.163, 164/2 and 177/2 and extent of 4.43 acres in this a portion of an extent of 0.63 acres 244 Sq.,Ft., which has been converted into layout of house sites and named as "Rajeev Nagar" and in this with an extent of 807 ½ Sq.Ft., bounded

Boundaries	Measuring	
South by: 25 feet east west layout road	East West on the North splay	- 20 feet
North by: Other Properties in S.F.Nos.163,	East West on the South	- 18 feet
164/2 and 177/2	North South on the East	- 47 feet
West by: Property belonged to Easwaran	North South on the West	- 38 feet
and others		
East by : Site No.28		
In this area admeasuring an extent of 807 ½ Sq.Ft. , of land		

Item No.3

In Coimbatore registration District, Joint II Sub-Registration district, Coimbatore South Taluk, Kumarapalayam village, Lands in S.F.Nos.163, 164/2 and 177/2, which has been converted into layout of house sites and named as "Rajeev Nagar" and in this with an extent of 513 ½ Sq.Ft., bounded:

Boundaries	Measuring	
East by: Properties belonged to	East West on the North Splay - 31 feet	
Amsanarayanan	East West on the South - 26 feet	
North & West by : Land in S.F.No.177/1	North South on the East - 27 ½ feet	
South by : Vacant land	North South on the West - 12 feet	
In this area admeasuring an extent of 513 1/2 Sq.Ft., of land		
	- ,	

Item No.4:

In Coimbatore registration District, Joint II Sub-Registration district, Coimbatore South Taluk, Kumarapalayam village, Lands in S.F.No.177/1 an extent of 1.40 acres in this an extent of 0.45 acres and in this with an extent of **106 Sq.Ft.**, bounded:

Boundaries	Measuring	
South by: Properties belonged to	East West on the North - 17 feet	
Amsanarayanan;	East West on the South splay - 12 1/2 feet	
West by: Property belonged to Lakshmi	North South on the West - 21 feet 10 inches	
Ammal		
North by: Remaining properties belonged		
to Dhanraj and others		
In this area admeasuring Triangle shape an extent of 106 Sq.Ft., of land 10 inches		

All the said together totaling **1919 Sq.Ft.**, (492 + 807 % + 513 % + 106) of lands and along with the constructions therein, doors, windows, fixtures and features therein, Electricity service connection and its deposit, Water connection and its deposits, rights to use mamool pathway and all the amenities and appurtenances thereto. Door Nos.27, 27/1, 28 and 27-II, Sastha Nagar; Property Tax assessment Nos.76135406, 76138661 and 76135407 Water connection No.76243054.

Item No.5.

In Coimbatore registration District, Joint II Sub-Registration district, Coimbatore South Taluk, Kumarapalayam Village, Lands in S.F.No.177/1 an extent of 1.40 acres in this an extent of 0.45 acres and in this an extent of **960 Sq.Ft.**, bounded:



Boundaries	Measuring
South & East by : Properties belonged to	East West on the North Splay - 51 3/4 feet
Amsa Narayanan;	East West on the South - 17 feet
North By : Properties belonged to	North South on the East - 43 ½ feet
S.Dhanraj and S.Prakash;	North South on the West - 28 3/4 feet
West by : Property belonged to	
Lakshmi Ammal	

In this area admeasuring an extent of **960 Sq.Ft.**, of land

The total extent of item nos.1 to 5 is 2879 Sq.ft with residential building constructed thereon bearing Door no.27,27/1,28&27-II,Sastha Nagar,Bharathi Main Road, Selvapuram, Coimbatore

Known Encumbrance: To the best of knowledge and information of the Authorised Officer, There is no encumbrance on the properties. However, the intending bidders should make their own independent inquiries regarding the encumbrances, title of property put on auction and claims/rights/dues/affecting the property, prior to submitting their bid. The e-Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the bank. The Properties are being sold with all the existing and future encumbrances whether known or unknown to the bank. The Authorised Officer/Secured Creditor shall not be responsible in any way for any third party claims/rights/dues.

Reserve Price – (in Rupees)	EMD (10% of Reserve Price) (in	Bid Multiplier -
	Rupees)	(in Rupees)
1,05,00,000.00	10,50,000.00	1,00,000.00

Inspection of the Asset	All working Days – From 15.06.2024 to
	04.07.2024 between 11.00 am to 5.00 pm
Last date and time for submitting	Date: 04.07.2024
online Tender & Application Forms	Time: 05.00 pm
Date and Time of E-Auction	The E-Auction will take place through portal
	https://bankauctions.in/ (Web address of e-
	auction provider) on 05.07.2024 between 3.00
	P.M To 4.00 P.M with unlimited extensions of 5
	minutes each till sale is concluded.
Nodal Bank account Name	The Karur Vysya Bank Ltd, Central office in favour of
	A/c. Mr Amsa Narayanan (Borrower name)
	Account No: 110135100000973 ,
	IFSC Code: KVBL0001101.
Contact Person & Phone No	Chief Manager – 95855 95881
	Recovery officer: 99440 54594
	Branch Manager : 84899 11591
	Email: arbmadurai @ kvbmail.com

The E-tenders should be accompanied with EMD remittance details. EMD should be remitted through RTGS / NEFT to Nodal Bank Account without time lag, failing which the tender becomes disqualified.

TERMS AND CONDITIONS OF THE E-AUCTION ARE AS UNDER

- 1. E Auction is being held on ""AS IS WHERE IS", "AS IS WHAT IS", AND "WHATEVER THERE IS" BASIS".
- 2. The E-auction will take place through portal https://bankauctions.in/ (Web



address of e-auction provider) on 05.07.2024 from 3.00 pm to 4.00 pm with unlimited extensions of 5 minutes each, till the sale is completed.

- 3. For detailed procedure and terms and conditions of E-Auction, interested bidders may visit https://bankauctions.in/ and download relevant documents. Interested bidders may also get in touch with service provider on below mentioned contact numbers.
- 4. It shall be in the discretion of the Authorized Officer to cancel the auction proceeding for any reason and return the EMD submitted and Bank would not entertain any claim or representation in that regard from the bidders.
- 5. Particulars specified in respect of the said property/ies in the above schedule have been stated to the best of the information of the Authorized Officer / Bank.
- 6. The intending purchaser / bidder is required to submit amount of EMD and register their name at https://bankauctions.in/ (Web address of e-auction provider) to the above mentioned account and get user ID and Password free of cost and get assistance on E-Auction from (Contact Name: Mr. M. Dinesh, Assistant Manager Operations, Mobile no: 8142000735 and 8142000066 / Landline: 040-23736405 Email Id: dinesh@bankauctions.in and info@bankauctions.in. Cheques will not be accepted for EMD.
- 7. The said EMD shall be adjusted in the case of highest bid, otherwise it will be refunded. The earnest money deposit will not carry any interest. Brokers / Middlemen shall not be entertained.
- 8. The sale shall be confirmed in favour of the purchaser who has offered the highest sale price in his bid to the Authorised Officer and shall be subject to confirmation by the Bank.
- 9. The purchaser shall deposit 25% of the amount of sale price after adjusting the Earnest Money Deposit within 24 hours (Banking Days) of acceptance of highest bid by the Authorized Officer in respect of sale, failing which the Earnest Money Deposit shall be forfeited. The highest bidder shall be declared to be the purchaser of the properties mentioned herein provided he should be legally qualified to bid at all stage.
- 10. The balance 75% of the sale price shall be paid by the purchaser on or before 15th day (during banking hours) of confirmation of sale by the Authorized Officer or such extended period as agreed upon in writing by and solely at the discretion of the Authorized Officer.
- 11. In default of payment of sale price or any part thereof within the period(s) mentioned hereinabove, the deposit(s)/ Part payment shall be forfeited and the property shall be resold and the defaulting purchase shall forfeit all claims to the property or any of the sum for which it may be subsequently sold.
- 12. On confirmation of the sale by the Bank and or compliance of the terms of payment the Authorized Officer shall issue a certificate of sale of the said property in favour of the purchaser in the form given in Appendix V to Enforcement of Security Interest Rules.
- 13. The Authorized Officer is not bound to accept the highest bid or any or all bids and reserves the right to accept or reject any or all the bids without assigning any reason thereof and his decision will be final binding on all the parties attending the auction.



- 14. Participation by any person in the sale shall be treated as conclusive evidence of the fact that the party has inspected the property/ies offered for sale and satisfied himself about the title, measurement, extent, boundaries and location of the property/ies. It shall also imply and be taken for granted that the party has carefully gone through and understood the terms and conditions of auction including the amendments if any, prevailing at the time of auction bid. No objection shall be entertained by the Bank and or the Authority after the bid is accepted.
- 15. The successful purchaser would bear all the charges / fees payable for conveyance such as stamp duty, registration fee, applicable GST (Goods and Service Tax) and all other taxes etc, as applicable as per law of Government of India and state of Tamilnadu (mention State) and other Authorities.
- 16. Delivery / possession should be taken by the purchaser or his authorized representative against proper authorization letter only and it should be completed within the time schedule at their own risk, cost and arrangement and they will not be entitled to claim any facility or assistance or cost on this account from the Bank.
- 17. Any other conditions / changes / amendments to the auction terms and conditions, if made, and which are not incorporated in these terms and conditions will be announced at the time of auction which will be binding on the bidders.
- 18. The Bank reserves its right to accept / reject any bid, withdraw any property at any stage from auction sale after acceptance of the deposit amount for full value by the buyer, without assigning any reason thereof and value of such properties if paid for, shall be refunded.
- 19. The Bank shall not be responsible for any damage or loss, whatsoever, to purchaser on account of such withdrawal.
- 20. The property/ies will be put for auction as per the convenience of Bank and it is not obligatory to go serially if the properties are more in number.
- 21. The properties shall remain in every respect at the risk of the purchaser from the date of acceptance of their offer and the Bank shall have no liability for the safe custody or preservation thereof till the date of delivery / taking possession by the purchaser.
- 22. To the best of the knowledge and information of the Authorized Officer no other encumbrance exists on the properties.
- 23. All persons participating the E-Auction should upload and submit his / their sufficient and acceptable proof of his / their identity, residence, and authority and also PAN / TAN cards etc.
- 24. Participation by anyone in this sale shall be treated as conclusive evidence of the fact that the party has inspected the assets offered for sale and satisfied himself/herself in all respects and the principle "Caveat Emptor" (let the buyer beware) will apply.
- 25. As per the Section 194 -1A of the Income Tax Act 1961, TDS @1% will be applicable on the sale proceeds where the sale transaction is Rs.50,00,000/-(Rupees Fifty Lakhs) and above. The successful bidder /purchaser shall deduct 1% TDS from the Sale Price and deposit the same with the income tax department in Form No.16B, containing the Title Holder/s Name or their legal Heirs as the case may be and submit the original receipt of the TDS Certificate to the Bank.



26. The sale is subject to the conditions prescribed in the SARFAESI Act, Rules 2002, amended from time to time and the conditions mentioned above.

Special Instructions

Bidding in the last minutes and seconds should be avoided in the bidders own interest Neither The Karur Vysya Bank Ltd nor Service Provider will not be held responsible for any lapses / failure (Internet Failure, Power Failure etc.,) on the part of the vendor, in such cases, in order to ward-off such contingent situation bidders are requested to make all the necessary arrangements / alternatives such as back-up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the auction successfully.

Statutory 15 days' Notice under 9(1) of the SARFAESI Act, 2002

The borrower/s and guarantor/s are hereby notified to pay the dues as mentioned above along with up to date interest and ancillary expenses before the date of e-Auction, failing which the Schedule property will be auctioned/sold and balance dues, if any, will be recovered with interest and cost.

Date : 14.06.2024 For The Karur Vysya Bank Ltd.,

Place: Madurai

Authorized Officer