

Ref: RO/TVM/REC/MSME/SALE/1018/23-24

Date: 26.03.2024

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 23.05.2019 to borrower/guarantor (1) Mr. Sajan P.Y, Proprietor M/s St.Johns Cashew Company, Cheppra P O, Kottarakara, Kollam district-691 507 and (2) Mrs.Sheena Sajan, W/o Sajan P Y, Guarantor, both residing at Sajan Sadanam, Cheppra P O, Kottarakara, Kollam district – 691507, 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 symbolic/physical possession of the immovable properties, 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 on 02.08.2019/ 05.01.2023/ 24.11.2023.

AND WHEREAS, the borrower/guarantors have failed to pay the amount, Notice is hereby given to the public in general and in particular to the Borrower and Guarantors that the immovable properties 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 (with respect to the lie and nature of the properties), on the date and at the place mentioned herein below for realization of a sum of Rs.27,92,85,889.32 (Rupees Twenty Seven Crore Ninety Two Lakhs Eighty Five Thousand Eight Hundred Eighty Nine and Paise Thirty Two only) in the account of M/s St Johns Cashew Company (as per the claim in OA No.109/2021 filed before Hon’ble DRT-II, Ernakulam) as on 25.03.2024, with future interest, costs and expenses etc. thereon with Kottarakara Branch of the Bank, subject to the following terms and conditions:-

Item No.1	
Name of Property Owner	Mr. Sajan P Y
Description of property	<p>All that piece and Parcel of land having an extent of 41.73 Ares equivalent to 103.11 cents (40.93 Ares equivalent to 101.13 cents as per tax paid receipt & possession certificate) together with commercial building/cashew factory admeasuring 17620 sq.ft (approximate) bearing door No.VII/291 to 294 and all rights and improvements thereon situated in Kadakkal Village, Kottarakara Taluk, Kollam district owned by Mr.Sajan P Y, comprising of following extents:</p> <p>a) Land admeasuring 35.18 Ares equivalent to 86.92 cents (34.38 Ares equivalent to 84.95 cents as per tax paid receipt & possession certificate) situated in Survey No 9/11A1, Re.Survey No. 108/2-1-2, Re Survey Block No.48, more fully described in the schedule to Sale deed No.1092/2007 dated 05.07.2007 of SRO Kadakkal</p> <p>b) Land admeasuring 6.55 Ares equivalent to 16.18 cents situated in Survey 9/11A1, Re Survey No. 108/2-2, Re Survey Block No.48, more fully described in the schedule to Sale deed No.1092 dated 05.07.2007 of SRO Kadakkal</p> <p>The above mentioned 2 item of properties are lying as a single plot and same is bounded as per title deed, North: Property of Kala & Sulabha, South: Property of Vijayambika, East: Nadavazhi, West: Property of Kala. As per location sketch, North: Property of Suji</p>

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	Dileep, South: Property of Vijayambika, East: Road, West: Property of Dileep
Nature of possession	Physical possession
Reserve Price	Rs.1,17,00,000/- (Rupees One Crore Seventeen Lakhs only)
Earnest Money Deposit (EMD)	Rs.11,70,000/- (Rupees Eleven Lakhs Seventy Thousand only)
Item No.2	
Name of Property Owner	Mr. Sajan P Y
Description of property	All that piece and Parcel of land having an extent of 31.20 Ares equivalent to 77.09 cents together with commercial building/cashew factory admeasuring 10998 sq.ft (approximate) bearing Door Nos.VP/VI-532 & 533 and all rights and improvements thereon situated in Survey No.241/1/80, Re Survey No. 11/4,Block No.25 Valakom village, Kottarakkara Taluk, Kollam district owned by Mr.Sajan P Y, more fully described in the schedule to Sale deed No.2093/1995 dated 12.06.1995 and Oodukoor Release deed No.2743/2002 dated 21.10.2002 of Kottarakkara additional SRO, bounded as per title deed, North: Properties of Nellimukulil family, South: Lakshamveedu Colony, East: Vazhi, West: Property of Georgekutty. As per location sketch, North: Property of Boban and Raju Lukose, South: Vazhy, East: Property of Raju, Rajan, Raju Lukose and Vazhy, West: Property of Animon
Nature of possession	Physical possession
Reserve Price	Rs.64,75,000/- (Rupees Sixty Four Lakh Seventy Five Thousand only)
Earnest Money Deposit (EMD)	Rs.6,47,500/- (Rupees Six Lakh Forty Seven Thousand Five Hundred only)
Item No.3	
Name of Property Owner	Mr. Sajan P Y
Description of property	All that piece and Parcel of land having an extent of 04.05 Ares equivalent to 10 cents together with all rights and improvements thereon situated in Survey 32/1/1/178/181, Re Survey No. 105/3-2, Block No.29 Elamadu village, Kottarakkara Taluk, Kollam district owned by Mr.Sajan P Y, more fully described in the schedule to Sale deed No.706/2010 dated 07.04.2010 of SRO Oyoor, bounded as North: PWD Road, South: Property belonging to Kumbukattu Puthenveetil, East: Remaining property of Chacko, West: Property of Rajan P Y
Nature of possession	Physical possession
Reserve Price	Rs.30,00,000.00 (Rupees Thirty Lakhs Only)
Earnest Money Deposit (EMD)	Rs.3,00,000.00 (Rupees Three Lakhs only)
Item No.4	



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Name of Property Owner	Mr. Sajan P Y
Description of property	All that piece and Parcel of land having an extent of 12.35 Ares equivalent to 30.52 cents out of the total extent of 13.55 Ares equivalent to 33.48 cents, together with residential building admeasuring 2150 sq.ft. (approximate) bearing Door No. EGP/II/355 and commercial building admeasuring 3400 sq.ft. (approximate) bearing Door No. EGP/II/525 with all rights and improvements thereon situated in Survey 32/1/1/78/181, Re Survey No. 105/2, Block No.29 Elamadu Village, Kottarakkara Taluk, Kollam district owned by Mr.Sajan P Y, more fully described in the schedule to Settlement deed No.824/1991 dated 06.06.1991 of SRO Oyoor, bounded North: Property of Abraham and Road, South: Property of Chacko, East: Property of Rajan, West: Road
Nature of possession	Physical possession
Reserve Price	Rs.1,46,00,000/- (Rupees One Crore Forty Six Lakhs only)
Earnest Money Deposit (EMD)	Rs.14,60,000/- (Rupees Fourteen Lakh Sixty Thousand 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 Trivandrum or through RTGS to Account No:0119073000002021 held by " The Authorised Officer" in The South Indian Bank Ltd, Trivandrum Main Branch (IFSC Code: SIBL0000119)
Last date and time for submission of Bid along with EMD	on or before 22.04.2024 by 04.00 PM
Property Inspection	From 11.00 AM to 04.00 PM on working days with prior appointment
Bid incremental amount	Rs.10,000/-
Date and time of E-auction	24.04.2024 from 02.00 PM to 03.00 PM (with 5 minute unlimited auto extensions till sale is concluded)
E-auction service provider	M/s 4Closure – Mr. Dinesh 8142000735, dinesh@bankauctions.in, info@bankauctions.in, 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 4Closure 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 Trivandrum at the address mentioned above or through RTGS to Account No: 0119073000002021 held by "The Authorised Officer" in The South Indian Bank Ltd, Trivandrum Main Branch (IFSC Code: SIBL0000119) latest by 04.00 p.m. on or before 22.04.2024.
- 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.



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- 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 (with respect to the lie and nature of the properties) 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.
- 29) The Authorised Officer has obtained EC/ search report regarding the properties from 01.01.2010 to 14.11.2023 and has noted NIL 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., Kottarakkara Branch during working hours or may contact Recovery Officer, Mob No.9633963937 at the South Indian Bank Ltd, Thiruvananthapuram Regional Office.

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.

The Authorised Officer

**AUTHORISED OFFICER
(ASST GENERAL MANAGER)**

Date: 26.03.2024
Place: Trivandrum

