

PRAKASAM DIST, AP-523247, Tel No: 08407 254465

## E- AUCTION SALE NOTICE (for sale of immovable properties)

# <u>E Auction Sale Notice for Sale of Immovable Assets under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 read with provision to Rule 8 (6) of Security Interest (Enforcement) Rules, 2002.</u>

Notice is hereby given to the public in general and in particular to the Borrower/s and Guarantor/s, that the below described immovable property mortgaged / charged to Secured Creditor, the physical possession of which has been taken by the Authorized Officer of Union Bank of India, DARISI Branch, Secured Creditor, will be sold on "AS IS WHERE IS", " AS IS WHAT IS", and "WHATEVER THERE IS" on **31.01.2024**, for recovery of **Rs. 8,81,11,560**/- (Rupees **EIGHT CRORE EIGHTY ONE LAKH ELEVEN THOUSAND FIVE HUNDRED AND SIXTY** Only) as on 31.12.2023 due to the Union Bank of India, plus unrecovered interest (if any) and with subsequent interest thereon along with cost and expenses incurred by the Secured Creditor from

#### BORROWER(S)/COOBLIGANT /MORTGAGOR/GUARANTOR

M/s. SRI ANJANIPUTRA EDUCATIONAL SOCIETY

Sec & Corr : Mr Esthalamudi Chenna Reddy, Satram Street, DARSI.

## MR. ESTHALAMUDI CHENNA REDDY,

S/o Brahma Reddy, Secretary & Correspondent Address: E.C.R. MODEL VILLAGE, CHINTALAPALEM ROAD, DARSI - 523247

MR. MULE GOPAL REDDY S/o Rattaiah, Treasurer Address: 14-215/1, Addanki Road, Auto Nagar, Darsi - 523247.

MR. ISTHALAMUDI RAJARAMI REDDY, S/o E. Brahma Reddy President Address: 14-185, Puchalametta, Addanki Road, Darsi.

MR. ESTHALAMUDI BRAHMA REDDY, S/o Subbarayudu Executive Member Address: 14-185, Puchalametta, Addanki Road, Darsi.

SMT. ESTHALAMUDI RAMANAMMA W/o E. Brahma Reddy, Executive Member Address: 14-185, Puchalametta, Addanki Road, Darsi

SMT. MULE SYAMALA W/o Mule Gopal Reddy Executive Member Address: 14-215/1, Addanki Road, Auto nagar, Darsi - 523247

SMT ESTHALAMUDI RAGALATHA W/o Mr. Esthalamudi Chenna Reddy Executive Member Address: E.C.R. MODEL VILLAGE, CHINTALAPALEM ROAD, DARSI - 523247 MR. ESTHALAMUDI CHENNA REDDY S/o Subbarayudu, Executive Member, Darsi

SMT. KOMARANENI MADHAVI HARITHA W/o Isthalamudi Rajarami Reddy, Executive Member Address: 14-185, Puchalametta, Addanki Road, Darsi

## MR. RAVI SURI BABU,

S/o. Sri Rama Rao, Garikapalem Village, Kakumanu Mandal, Guntur District.

PROPERTY NO	RESERVE PRICE (₹)	EMD (₹)	BID INCREMENT (₹)
Property-1	₹ 4,40,10,000	₹ 44,01,000	₹ 4,41,000
Property-2	₹ 43,00,000	₹ 4,30,000	₹ 43,000
Property-3	₹ 36,45,000	₹ 3,64,500	₹ 37,000
Property-4 A+ (B+C)	₹ 39,37,000	₹ 3,93,700	₹ 40,000
	₹ 96,57,000	₹ 9,65,700	₹ 97,000
Property-5	₹ 64,64,000	₹ 6,46,400	₹ 65,000
Property-6	₹ 39,88,000	₹ 3,98,800	₹ 40,000

# AUCTION DATE & TIME: 31.01.2024 & 12:00 Noon TO 05:00 PM

# DESCRIPTION OF IMMOVABLE PROPERTY

## PROPERTY 1 :

EMD of title deeds of land and school Building in an extent of 18392 Sq. Yards situated at Sy.No. 216/2 & 216/3 pothavaram Road , Chalivendram , Darsi village and mandal , prakasham district belongs to M/S. **M/s. SRI ANJANIPUTRA EDUCATIONAL SOCIETY** 

[Regd.sale deed dt.30-03-2001 under document No.368/2001 and Dt.30-03-2001 Do.No. 369/2001 of SRO, Darsi]

- East : The Site of Anjani putra educational society , darsi Rep.by its secretary and orrespondent , ESTHALAMUDI Chenna Reddy in S.No. 216/4
- South : The land of Daram Lakshmi Reddy
- West : The Land of VeeramReddy Subba Reddy
- North : The Land of Savithramma

## PROPERTY 2 :

EMD of title deeds of semi-urban vacant site and Residential ground floor and first floor building admeasuring to 204.44 sq.yards situated at S.No.68/1A2 , with near Do.No. 14-185 Pucthalametta , Darsi belonging to Mr. Esthalamudi Raja Rami Reddy S/O. Brahma Reddy

[Regd.sale deed dt.27-09-2014 under document No.3394/2014 of SRO, Darsi]

East : Remaining site of Maram Srinivasa Reddy

South : Konda Bata and M. Srinivasa Reddy

West : 18 feet width Road

North : Site of K. Madhavi Haritha (in this S.no)

## PROPERTY 3 :

EMD of title deeds of semi-urban Residential vacant site in which an Residential ground and first floor building admeasuring to 203.28 sq.yards situated at S.No. 340/3A, Near Do.No. 14-410 east side ECR venture in darsi village and mandal, prakasham district belongs to Mr. Esthalamudi Chenna Reddy

[Regd.sale deed dt.01-07-2014 under document No.1710/2014 of SRO, Darsi]

East : Road

South : The Site of Pitchala Lakshmi Narayana Reddy and others

West : The land of Gogu Venkaiah

North : The site of P. Venkata Reddy in plot No.05

## PROPERTY 4A :

A) EMD of title deeds of vacant site total admeasuring to Ac 2.00 cents situated at S.No.
217/1 chalivedram village of darsi mandal belongs to . M/s. SRI ANJANIPUTRA EDUCATIONAL SOCIETY

[Regd.sale deed dt.14-03-2001 under document No.269/2001 of SRO, Darsi] bounded by.

- East : Road
- South : The Land of Tellakula Mohan Rao and others
- West : Sit of M/s. Sri Anjaniputra Educational society Darsi Rep. by its Secretary and Correspondent , Mr. Esthalamudi Chenna Reddy in S.NO. 216/4

North : Sit of M/s. Sri Anjaniputra Educational society Darsi Rep. by its Secretary and Correspondent , Mr. Esthalamudi Chenna Reddy in S.NO. 217/1

Within the above boundaries an extent of Ac.2.00 cents in Survey No.217/1 Chalivendram village of Darsi mandal as a vacant site

## PROPERTY 4 (B+C) :

B) EMD of title deeds of vacant site total admeasuring to Ac 3.96 cents situated at S.No. 217/1 , Chalivedram village of Darsi mandal belongs to . M/s. SRI ANJANIPUTRA EDUCATIONAL SOCIETY

[Regd.sale deed dt.14-03-2001 under document No.270/2001 of SRO, Darsi] bounded by.

East : Road some extent and some extent the site of M/s. Sri Anjaniputra Educational society darsi Rep. by its Secretary and correspondent, Mr. Esthalamudi Chenna Reddy in S.NO. 217/1

- South : The Land of Tellakula Mohan Rao and others
- West : Anadheenam Land
- North : Land of Polasi Savithramma and Anadheenam Within the above boundaries an extent of Ac.3.96 cents in Survey No.217/1 chalivendram village of darsi mandal as a vacant site
  - C) EMD of title deeds of vacant site total admeasuring to Ac 1.30 cents situated at S.No. 216/4 , of Chalivedram village of Darsi mandal belongs to . M/s. SRI ANJANIPUTRA EDUCATIONAL SOCIETY

[Regd.sale deed dt.14-03-2001 under document No.270/2001 of SRO, Darsi] bounded by.

- East : Anadheenam land
- South : Anadheenam land
- West : land of veeram reddy narsaiah
- North : Anadheenam land

Within the above boundaries an extent of Ac.1.30 cents in Survey No.216/4 chalivendram village of darsi mandal as a vacant site

# PROPERTY 5 :

EMD of title deeds of semi-urban Residential vacant site in which an Residential ground floor building admeasuring to 660.00 sq.yards situated at S.No. 726/1,726/2 with 4 plot numbers 36,37,73,74 (each plot extent 165 Sq.Yards ), 14<sup>th</sup> ward ECR model village chinthapalem residential locality Darsi mandal , prakasham district belongs to Mr. Esthalamudi Chenna Reddy

[Regd.sale deed dt.12-07-2018 under document No.4917/2018 and second Doc.No. 4928/2018 Dated : 12-07-2018 of SRO, Darsi]

- East : 33 feet width Road- this side 66 feet
- South : 33 feet width road -this side 90 feet
- West : 33 feet width road -this side 66 feet

North : Site of Plot No. 35 and 75 -this side 90 feet

# PROPERTY 6 :

EMD of title deeds of semi-urban Residential DTCP Approved 4 vacant plots admeasuring to 1215.48 sq.yards with plot numbers 389,390,420,421, situated at S.No. 726 after sub division 726/5B ,ward no -14 ECR model village darsi near south side of Chinthala palem village residential locality belongs to Mrs. Mule Syamala wife of Mule Gopal Reddy

[Regd.sale deed dt.16-07-2015 under document No.3931/2015 of SRO, Darsi]

# ITEM A : PLOT NO : 389

- East : Site of plot No. 421 -this side 33 feet
- South : Site of plot No. 390 (item B) -this side 70 feet
- West : 33 feet Road -this side 33 feet
- North : Site of plot No. 388 -this side 70

Within the above boundaries an extent of 256.66 Sq.Yards of vacant site plot no.389

#### ITEM B : PLOT NO : 390

East	: Site of plot No. 420 -this side 33 feet
South	: 33 feet Road -this side 70 feet
West	: 33 feet Road -this side 33 feet
North	: Site of plot No. 389 (item no .A) this side 70

Within the above boundaries an extent of 256.66 Sq.Yards of vacant site plot no.390

#### ITEM C : PLOT NO : 420

East	: 40feet road -this side 35.90 feet
South	: 33 feet Road -this side 100.90 feet
West	: side of plot No. 390 ( item No.B) -this side 33 feet
North	: site of plot No. 421 (item No.D) -this side 87

Within the above boundaries an extent of 358.47 Sq.Yards of vacant site plot no.420

## ITEM D : PLOT NO : 421

East: 40feet road -this side 35.90 feetSouth: Site of plot No. 420 (item-No. C) this side 87 feetWest: side of plot No. 389 (item No.A) -this side 33 feetNorth: site of plot No. 422 -this side 73

Within the above boundaries an extent of 343.69 Sq.Yards of vacant site plot no.421

For detailed terms and conditions of the sale, please refer to the link <u>www.unionbankofindia.co.in</u> and the e-auction providers website www.mstcecommerce.com (Common Landing platform for E-Auction of Bank Properties). To the best information and knowledge of the Authorized Officer, there is no encumbrance on the property. The interested bidder may contact the **Branch Manager Mr. SHAHEER** ascertaining the details of auction and inspection of property on **23.01.2024 contact No. 9533435678 (M) e-mail id: ubin0813451@unionbankofindia.bank** 

STATUTORY 15 DAYS SALE NOTICE UNDER RULE 8(6)/Rule 9(1) OF SECURITY INTEREST (ENFORCEMENT) RULES 2002

This may also be treated as notice  $u/r \ 8(6)/Rule \ 9(1)$  of security Interest (Enforcement) Rules, 2002 to the borrower/s and guarantor/s of the said loan about the holding of E-auction Sale on the above mentioned date.

#### TERMS & CONDITIONS OF ONLINE E-AUCTION SALE

1. The property is being sold on 'As is where is, whatever there is and without recourse basis'. As such sale is without any kind of warranties and indemnities.

2. The date and time of auction is **31.01.2024** between 12:00 Noon to 05:00 PM with unlimited extension of 10 minutes i.e., the end time of e-auction will be extended by 10 minutes each time if bidder is made within the last 10 minutes before of auction.

3. The Online E-Auction will be held through web portal/website <u>www.mstcecommerce.com</u> on the date and time mentioned above with unlimited extension of 10 minutes.

4. Minimum bid increment amount is **As mentioned in the notice**.

5. Date & time of inspection of property for intending purchasers is on **23.01.2024**.

6. The interested bidder may contact the **Branch Manager Mr. SHAHEER** for ascertaining the details of auction and inspection of property on the date mentioned as above. **contact No.** 9533435678(M), e-mail id: ubin0813451@unionbankofindia.bank

7. The intending bidders / purchasers required to register through https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp by using their mobile number and valid email-id. They are further required to upload KYC documents and Bank Details. The terms and conditions of sale shall be strictly as per the provisions of the Security Interest Rules (Enforcement) Rules, 2002.

8. On completion of registration, the intending bidders / purchasers are required to upload KYC documents and Bank account details. KYC documents shall be verified by e-auction service provider which may take 2 to 3 working days. Hence the registration and uploading formalities are to be completed well in advance.

9. On completion of KYC verification, the intending bidders / purchasers are required to pay EMD through NEFT/RTGS/NET BANKING/UPI by generating a Challan through this website in his/their Global EMD Wallet. Payment should be made within 3 days after generating the Challan for NEFT / RTGS otherwise the Challan shall become invalid. The payment shall be ensured well in advance before the stipulated time. If the required EMD amount is not held in their Global Wallet, they will not be allowed to participate. Payment of EMD in any other mode will not be accepted.

10. The Earnest Money Deposit shall not bear any interest and in case of unsuccessful bid, the same will be returned to the unsuccessful bidder by the service provider without interest.

11. The bidder has to select the property for which offer is submitted from the list mentioned in the above website and/ or bidder can directly enter Property ID (as mentioned in https://ibapi.in). The property will be visible in 'Live Auctions' on <u>www.mstcecommerce.com</u> one day prior to the date of auction.

#### 12. Help Desk:

- For Registration related queries e-mail to <u>ibapiop@mstcecommerce.com</u>
- > For EMD payment/refund related queries e-mail to <a href="mailto:ibapifin@mstcecommerce.com">ibapifin@mstcecommerce.com</a>.
- For Registration and Login and Bidding Rules visit <u>https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp</u> and Click "<u>Buyer Guide</u> <u>for Login and Registration</u>"

Intending bidders may download atfree of cost, copies of sale notice, Terms and Conditions of e.auction Help Manual on operational part of e-auction from e-Bkray - IBAPI portal (<u>https://www.ibapi.in</u>)

For auction related queries e-mail to <u>sarfaesi@unionbankofindia.com</u> or contact Branch Manager Mr. SHAHEER, contact No. 9533435678 (M), , e-mail id: ubin08<u>1345@unionbankofindia.bank</u>

#### 13. Steps Involved

- > Register on e-auction portal <u>www.mstcecommerce.com</u>. using mobile number and email ID.
- > Upload requisite KYC Documents.
- > Generate challan and transfer EMD amount to bidder's global EMD Wallet.
- > Submission of bid shall be through Online mode on the auction date and time.
- > In case of successful Bid, the balance bid amount to be paid as per the terms as mentioned hereunder.
- In case of unsuccessful Bid, request for refund to be made in the MSTC website and refund will be made directly by the MSTC.

14. Bidders are advised to go through the website <u>https://www.ibapi.in</u>, and <u>www.unionbankofindia.co.in</u>tenders for detailed terms and conditions of Auction Sale before submitting their bids and taking part in the E-Auction sale proceedings. Successful bidder will be intimated through e-mail after the closing of the e-Bidding Process.

15. It shall be the sole responsibility of the bidders to inspect and satisfy themselves about the secured assets and specification before submitting the bid. On participation by any person or corporate it shall be deemed that the bidders have fully satisfied themselves as to the property /assets and claims/ dues affecting the property under Sale in all respects.

16. In case of bidding the bid increment shall not be less than as mentioned in the auction notice (bid increment amount) in excess of highest bid amount or the immediate preceding bid, as the case may be with multiple increment value of as mentioned in the auction notice (bid increment amount).

17. The sale will be confirmed in favour of the highest bidder and the confirmation of sale shall be subject to the confirmation by the Secured Creditor.

18. Bids once made shall not be cancelled or withdrawn. 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 bidder.

19. The successful bidder so declared by the Authorised Officer shall deposit 25% of the Sale Price (inclusive of EMD) in Cash/DD/RTGS/NEFT/Internet transfer /Cheque subject to realisation, immediately on the sale day or not later than next working day with the Authorised Officer in the account bearing Number 134511980050000, Union Bank of India, DARISI Branch with IFSC Code: UBIN0813451 or by DD/pay order favouring Union Bank of India, payable at DARISI Branch and the balance 75% of the Sale Price on or before 15th day of confirmation of Sale or within such extended period as agreed upon in writing between the secured creditor and the purchaser, in any case not exceeding 3 months.

20 In the event of failure to tender 25% (15%+EMD) of the sale price as per the terms of Sale by the successful bidder, the EMD so deposited by him shall be forfeited to secured creditor and the bid

accepted shall stand cancelled automatically and the defaulting bidder shall neither have claim on the property nor on any part of the sum for which it may be subsequently sold.

21. In default of payment of balance amount of purchase price before 15 days from the date of confirmation of sale by the Secured Creditor or such extended period as may be mutually agreed upon between the secured creditor and the purchaser (not exceeding 3 months) the deposit of 25% of the amount of sale price made shall be forfeited and the property shall forthwith be sold again and the defaulting purchaser shall neither have claim on the property nor on any part of the sum for which it may be subsequently sold.

22. The Authorised Officer may, where the property sold is subject to any encumbrances, if he thinks fit, allow the purchaser to deposit with him the money required to discharge the encumbrances and any interest due thereon together with such additional amount that may be sufficient to meet the contingencies or further costs, expenses and interest as may be determined by him.

23. On such deposit of money for discharge of encumbrances, the Authorised Officer may issue or cause the purchaser to issue the notices to the persons interested in or entitled to the money deposited with him and take steps to make the payment accordingly.

24. On confirmation of sale by the secured creditor and if the terms of payment have been complied with by the successful bidder, the Authorised Officer shall issue a certificate of sale of immovable property in favour of the purchaser in Appendix-V to the Security Interest (Enforcement) Rules, 2002.

25. Legal charges for conveyance, stamp duty, registration charges and other incidental charges as applicable shall be borne by the successful bidder only.

26. As per Section 194-IA of Income Tax Act 1961, TDS @ 0.75% will be applicable on the sale proceeds where the sale consideration is Rs.50,00,000/-(Rupees Fifty Lakhs) and above. The successful bidder/Purchaser shall deduct 0.75% TDS from the Sale Price and deposit the same with the Income Tax department in From No.16-B, containing the Bank's name and the Pan No. **AAACU0564G** as a seller and submit the original receipt of the TDS Certificate to the Bank.

27. The Authorised Officer will deliver the property on the basis of symbolic/physical possession taken on as is where is basis, to the purchaser free from encumbrances, known to the Secured Creditor on deposit of money by the purchaser towards the discharge of such encumbrances.

28. The certificate of sale will be issued specifically mentioning whether the purchaser has purchased the immovable/movable secured assets free from any encumbrances known to the secured creditor or not. No request for change of name in the sale certificate other than the person who submitted the bid/participated in the auction shall be entertained.

29. The unsuccessful Bidders who have deposited EMD shall be entitled to have the same refunded without any interest immediately after the confirmation of sale by the Authorised Officer in favour of successful bidder. The unsuccessful bidder is required to place request for refund with <a href="https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp">https://www.mstcecommerce.com/auctionhome/ibapi/index.jsp</a>.

30. The EMD of unsuccessful bidders will be refunded on request to their respective A/c No. as registered in e-Auction Portal <u>www.mstcecommerce.com</u>. The bidders will not be entitled to claim any interest, costs, expenses and any other charges (if any).

31. If the Borrower were to pay to the Authorised Officer the entire amount due, with the up-todate expenses including the expenses / charges / cost in taking possession and conducting the sale, to the secured creditor before e-Auction, the sale by E auction may be cancelled by the Authorised Officer. 32. Bank, the Secured Creditor, reserves the right to accept / reject the highest bid without assigning any reason thereof or to cancel the sale.

33. 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 Bank 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.

34. The bank/service provider for e-auction shall not have any liability towards bidders for any interruption or delay or technical snag in access to the site irrespective of the causes.

35. The entire sale consideration shall be exclusively available for appropriation towards dues to the Bank and it is exclusive of encumbrances of all statutory dues and other dues if any, shall be settled by the proposed purchaser out of his own sources.

36. Particulars of the property/ assets (viz., extent & measurements specified in the E-Auction sale notice has been stated to the best of information of the bank and bank shall not be answerable for any error, misstatement or omission. Actual extent and dimensions may differ.

37. To the best of information and knowledge of the Authorised Officer, there is no encumbrance on the property. However the intending bidders should make their own independent enquiry regarding the encumbrances, title of the property put to auction and the 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 to sell the property. The Authorised Officer/ Secured Creditor shall not be responsible in any way for any third party claims/rights/dues.

38. All bidders who submitted the bids, shall be deemed to have read and understood the terms and conditions of the E-Auction sale and be bound by them.

Place: DARISI Date: 09.01.2024 Sd/- Authorised Officer Union Bank of India, DARISI Branch

**Special Instructions / Caution**: Bidding in the last minutes/seconds should be avoided by the bidders in their own interest. Neither the Bank/Authorized Officer nor the Service Provider will be responsible for any lapses/failure (Internet failure, Power failure, etc.) on the part of the bidder 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 and whatever else required so that they are able to circumvent such situation and are able to participate in the auction successfully.