

**Karur Vysya Bank***Smart way to bank*

**Ernakulam Divisional Office**  
 40/1045c, First Floor, Amritha Towers  
 Opp Maharajas College Ground  
 M G Road, Ernakulam - 682011

**E-Auction Notice****Public Notice for sale of immovable property under 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 / guarantor taken by the Authorized officer for recovery of the secured debts dues to The Karur Vysya Bank Limited, Palakkad Branch amounting to **₹36,67,222.99 (Rupees Thirty Six Lakh Sixty Seven Thousand Two Hundred Twenty Two and Paise Ninety Nine only)** as on 14.02.2022 with interest and expenses thereon from 13.02.2022 from the borrower (1) M/s Super Fones (Represented by its Proprietor Mr. Abdul Rasheed J), Shop No. 10, Municipal Complex, Sultanpet, Palakkad – 678001 (2) Mr. Abdul Rasheed J (Prop: M/s. Super Fones), 21/191, Selvapalayam, Palakkad - 678001 and Guarantor (3) Jareena S, 21/191, 14/799, Selvapalayam, Palakkad – 678001 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.

The details of the secured assets/immovable properties /units mortgaged to the bank for recovery of secured debit as under:

**DESCRIPTION OF THE SECURED IMMOVABLE PROPERTIES**

SI No.	Description of properties/assets	Bounded by	Reserve Price (for Units)	EMD (10% of Reserve Price)	Bid Incremental Amount
1	All that part and parcel of Residential Land admeasuring 10.75 cents (2.06 Ares & 2.29 Ares) of purayidam with common rights to use the road, situated at Re Sy No. 240/11, (Old Sy No. 9B/4), Block No. 20, Pirayiri Village, Palakkad Taluk, Palakkad, Kerala as per sale deed 4274/2014 (SRO Palakkad)	East: Property of Chandra Jewellery South: Property of Thajunnesa West: Balance Property and 4 Meter Road North : Property of Sethumadhavan	₹6,00,000.00	₹60,000.00	₹10,000.00
<b>Inspection of Asset</b>		On all working Days Between 21.02.2022 and 18.03.2022 Between 10 AM and 3PM ( with prior Appointment)			
<b>Contact Person and phone no</b>		<b>The Karur Vysya Bank Limited, Palakkad Branch</b> Mr. Suresh M (Manager), Ph: 0491-2545521 / 2525521, +91-9946299099, palakkad@kvbmail.com <b>The Karur Vysya Bank Limited, Divisional Office-Ernakulam</b> PH: +91-9946945808 ernakulamdo@kvbmail.com			
<b>Last Date and time of Tender Document Submission</b>		On 19.03.2022 by 5.00PM			
<b>Date and Time of E-Auction</b>		Date: 23.03.2022 (Wednesday) (Time 11:00AM to 5:00 PM with unlimited auto extension of 10 Minutes each till sale is completed) Web Portal <a href="https://www.bankauctions.in">https://www.bankauctions.in</a>			
<b>Nodal Bank Account Name</b>		The Karur Vysya Bank Limited, Central Office Karur, In favour of A/c Bid Collection Account. IFSC CODE : KVBL0001101 Account No : 1101351000000973			

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 or The EMD of 10% of the Reserve Price can also be paid by of a Demand Draft/Pay Order drawn in favour of The Karur Vysya Bank Ltd, Payable at Palakkad along with Bid Form.

**TERMS AND CONDITIONS OF THE E-AUCTION ARE AS UNDER:**

- E – Auction is being held on “**AS IT IS WHAT IT IS BASIS**”, “**WHATEVER THERE IS BASIS**” AND “**WITHOUT RECOURSE BASIS**”.
- The E-auction will take place through portal <https://www.bankauctions.in> on **23.03.2022** from 11:00 am to 5:00 pm with unlimited extensions of 10 minutes each, till the sale is completed.
- For detailed procedure and terms and conditions of E-Auction, interested bidders may visit <https://www.bankauctions.in> and download relevant documents. Interested bidders may also get in touch with service provider on below mentioned contact numbers.
- 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.
- 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.
- The intending purchaser / bidder is required to submit amount of EMD and register their name at <https://www.bankauctions.in> to the above mentioned account and get user ID and Password free of cost Contact No. Prakash - 8142000064 / 8142000066(M) Tel: 040-23836405 Email id: [info@bankauctions.in](mailto:info@bankauctions.in), and [prakash@bankauctions.in](mailto:prakash@bankauctions.in). Cheques will not be accepted for EMD.
- 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 15<sup>th</sup> 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 themselves about the title of the property. 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 Kerala and other Authorities.
16. As per the Section 194 -1A of the Income Tax Act 1961, TDS @1% will be applicable on the sale proceeds related to immovable property 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.16 B, containing the Bank's Name and the PAN No.as a seller and submit the original receipt of the TDS Certificate to the Bank.
17. 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.
18. 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.
19. 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.
20. The Bank shall not be responsible for any damage or loss, whatsoever, to purchaser on account of such withdrawal.
21. 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.
22. 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.
23. To the best of the knowledge and information of the Authorized Officer no other encumbrance exists on the properties.
24. The intending bidder/ purchaser is required to get the copies of the following documents to upload on the Web Portal before the Last Date & Time of submission of the Bid Documents viz. i) Copy of the NEFT/RTGS Challan or Demand Draft; ii) Copy of PAN Card; iii) Proof of Identification/ Address Proof (KYC) viz. self-attested copy of Voter ID Card/ Driving License/ Passport/ Ration Card etc.; without which the Bid is liable to be rejected.
25. 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.
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 30days Notice under Rule 8(6)of the SARFAESI Act, 2002**

The borrower/guarantors 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.

Place: Ernakulam  
Date: 17.02.2022



*[Signature]*  
Authorised Officer  
The Karur Vysya Bank Ltd.